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THE GREAT FOREST  
OF  
BRECKNOCK.

---

HISTORY OF THE FOREST  
FROM THE  
CONQUEST OF ENGLAND  
TO THE PRESENT TIME.

(FROM ORIGINAL DOCUMENTS.)

BY JOHN LLOYD.

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*Hale fund*

## PREFACE.

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THE following pages are written with the object of placing fully before those interested the history of the Forest lands ; and the Author hopes that a clear knowledge of the events of the past may assist in bringing a peaceful and lasting settlement of the Forest difficulties.

Writing as one of the Allotment-owners, it has been impossible to avoid being somewhat of a partisan, but I trust not unduly so, under the circumstances.

At least I can truthfully say that no single scrap of important and trustworthy information has been withheld, even though it might seem to tell against the position of the Allotment-owners.

Nearly all the documents referred to are to be found among the "Maybery Papers," and are authentic and trustworthy, many of them being the original documents.

June 5th, 1905.



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∴ ERRATUM.—Page 67, Cap. IV, *for* "George Rees Bevan," *read* "George Jones Bevan." He was a brother of William Hibbs Bevan, Ironmaster, of Beaufort.







Page 1.

# The Great Forest of Brecknock.

---

## CAP. I.

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### THE EARLY HISTORY.

It may be assumed, though without any written warrant, that while Bernard Newmarch, the Norman chieftain, on his conquest of Breconshire, apportioned out various lands to his chief retainers, he reserved to himself some of the best lands, and particularly the large unenclosed tracts on the hills and mountains in the Usk Valley, within easy reach of his Castle of Brecknock.

These lands formed what would be called to-day his hunting country, the thick oak and mixed woods of the smaller valleys holding an abundance of game, and the open bare hills above giving free scope to follow in pursuit of the chase.

And one portion of such lands, which lay together in a favourable position, it was resolved to keep as a Forest, to be governed by the strict Norman Forestal laws of those times, and to be reserved mainly for wild beasts and deer (*feris et cervis*), and the larger kind of game. Within the precincts of the defined Forest land no person was allowed to enter without possessing a pass signed by Bernard Newmarch, or his successors, and the Chief Verderer or Forester in charge of the Forest land.

The land thus selected as a Forest was that which we know still as the Great Forest of Brecknock, and which, up to the passing of the Inclosure Act of 1815, contained about 40,000 acres, or an area of ten miles square. It lay mainly on the south side of the Usk Valley, between the Tarell and the source of the Usk river, but extended over Van ghirach and the Beacon range of mountains, and down the valley of the Tawe river nearly to Ystradgynlais, and down the valleys of the Hepste, Llia, and Nedd rivers to Ystradfellte. The summit of this mountain range was bleak and wild, being more than 2,000 ft. high, whilst the Usk Valley slopes, intersected by many streams, were well wooded and sheltered. The soil was naturally strong, being mainly the Old Red Sandstone, and the pasturage abundant and sweet, excepting certain portions at the sources of the Tawe and Haffes rivers, where many hundreds of acres were a desolate waste of "mawn pits," rough stones, etc.

No early record of the boundaries of this Forest land exists, and the first we have is that given by Mr. Hassell, of Eastwood, Pembrokeshire, a surveyor employed by the Crown officers to make a report to them on the Forest in 1795. It is stated that the information was given him by Mr. Philip Morgan, the well-known collector of the Forest dues on behalf of Sir Charles Morgan, the Crown lessee.

The boundaries are thus described in the old paper:—

"THE BOUNDARY of the GREAT FOREST OF BRECKNOCK in the County of Brecknock begins at the Spring of the River Usk (Blanewysc), situate on the North side of the Long Vann (Vann hyr), and following the Course of the Usk is the Boundary between the Counties of Carmarthen and Brecknock until it enters the Parish of Llywell in the County of Brecknock, and thence to Abercray, where the River Cray falls into the Usk. Up the River Cray to Tygwynyn Cray, and thence in an Eastward direction to Clwyd y Cae Newydd, and thence to Nantddû, and up Nantddû to its Source, and along an old Watercourse southwardly to Cniwer, and up Cniwer to the Road leading from Ystradgynlais to Brecknock, thence Northwardly along an ancient Watercourse leading to Baillygwern Mill

B

at Bleantrewerren, and down Trewerren Brook to Senny River, and thence to the River Usk.

"But it must be noted here that the Lands called Waynverra ucha Waynverra Issa Caiaw William Prees Trephilip and the Castle, all belonging to Sir Charles Morgan, Bart., and lying adjoining to the West side of Trewerren and Senny Rivers, are within the Boundary of the Great Forest, and are parts and parcels thereof. From the junction of Senny with the Usk the Boundary goes down the Usk to Abercamlais, and up the Camlais to Bleancamlais, and thence between Twyn Camlais and the Hamlet of Glynn to or near a Spring called Ffynon Ynisgron, and thence along an ancient Highway leading from Ystradvellte to Brecknock, until it arrives at the Boundary dividing the parishes of Devynnock and Llanspuydyd, and thence down a small Brook Eastwardly to Tyr y Bwl and the River Tarrell.

"Up the Tarrell till it receives Paddegge Brook, and up that Brook to its source upon the Gern Hill, and thence in a direct line Southwardly to the Southern point of the said Hill until it meets an ancient Highway called Tallerdderry, and along Tallerdderry Southwestwardly until it meets the Turnpick Road leading from Brecknock to Merthyr Tydvill in Glamorganshire, and along the said Turnpick Road to the New Bridge upon the River Taff. Thence down the River Taff to Rhyd Issa ar daf and up a small Brook called Nantbennig, which is the Boundary between the Parish of Devynnock and Cantref, to a tump upon the said Boundary, and thence in a direct line Southwardly to a Brook called Gwriiad, and along the said Brook to its junction with Hepste River between the parishes of Ystradvellte and Penderryn, thence down Hepste River to its junction with Mellte River by a small Brook which is the Boundary between the Great Forest and the Lordship of Troscod, belonging to Walter Jeffreys, Esq., and up that Brook to its source, and thence 'ross the Turnpick Road leading from Brecknock to Pont Neth vechan in a direct line to the Brook called Nant y Coirin, and down the said last mentioned Brook to Neath River, thence down Neath River to its Junction with the Pwrddyn River, which is the Boundary of the Counties of Brecknock and Glamorganshire. Thence up Pwrddyn to panwen pwrddyn, and thence up a Brook called Nanty vedwen between the Parishes of Ystradgunlais and Ystradvellte, until the said Brook reaches the uninclosed Lands of Great Forest, and thence along the Fence thereof Westwardly to Ton y Spuddaden and to a Brook called Nantyffyn, and down Nantyffyn to the River Tawe. Down the Tawe to Dwfnant and up Dwfnant to its source, and thence in a direct line running between the Lordship of Garth and the Great Forest over the open Lands called Carreg Coch to the Highway leading from Glyn Tawe to Llanddoissant in Carmarthenshire, and thence along the said Highway across the River Gyedd to Tair Drainen at Blaenguys, and thence to the River Turek on the Borders of the County of Carmarthen, where a small Brook called Nanty winny vach falls into the said River. Up the River Twrch to its source at Blane Twrch, from whence a line drawn between the Hills called the Brecknockshire Vann, and the Carmarthenshire Vann to Blane Wysc, completes the Boundary of the GREAT FOREST of BRECKNOCK."

Next we have a brief description of the boundaries by our county historian, in a note to p. 190 of vol. i of his *History of Breconshire* :—

"The boundary of the great forest commences on the north-east, with the fall of the river Camlais into the Usk ; it proceeds up this latter river to its source, being intersected opposite Rhyd y briw by the manor of the little forest ; it then follows the line of boundary between Glamorganshire and Breconshire to the Taaf fawr ; here it proceeds upwards to the bridge which crosses the turnpike road from Brecon to Merthyr, near the eighth mile-stone ; the boundary here is upon the north side of the Taaf upwards to the source of a brook called Podagau, leaving the western van or beacon close upon the right : down this brook to the Tarell, which it crosses, and then proceeds in nearly a strait line to the source of the Camlais, the boundary to the fall, where it commenced."

More or less these descriptions were vague, and not proved in any formal manner, though fairly accurate, and the Great Forest Inclosure Commissioners in 1815 had a formal survey of the boundaries made. Their report is as follows :—

### “BOUNDARIES OF THE GREAT FOREST OF BRECKNOCK.

“We, the Commissioners named and appointed by a certain Act of Parliament passed in 55th year of His present Majesty (Geo. III), intituled ‘An Act to amend an Act made in the 48th year of his present Majesty to improve the Land Revenue of the Crown, so far as relates to the Great Forest of Brecknock, in the County of Brecknock, and for vesting in his Majesty certain parts of the said Forest, and for enclosing the said Forest’ :—

“Do hereby give Notice, that in pursuance of our public Notice for that purpose given, we have perambulated the Boundary of the Great Forest of Brecknock, and have also examined witnesses for the purpose of more completely ascertaining the same ; and that we have accordingly ascertained, set, and determined, and fixed such Boundary according to the following descriptions thereof, that is to say :—

“It commences at a Spring in the Parish of Devynnock, called Ffynnon Ynis Gron, and proceeds from thence in an eastwardly direction along the Ancient Highway leading from the Town of Brecknock to the Town of Neath, in the County of Glamorgan, down to a newly-cut furrow, which forms the reputed boundary in that place between the Parishes of Devynnock and Llanspyddid.

“From that furrow it (the boundary), changes to a south-easterly direction (by turning to the right) to a Cottage upon a Farm, called Arcoed Llwyd, in the Parish of Devynnock aforesaid, and which Cottage stands at the Top of a Road leading from the Common, called Mynidd Iltid, down to the Arcoed Llwyd Farm House.

“The boundary then follows that Road to the Head of a Spring, the stream or course of which it follows in an eastwardly direction down to a Dwelling House upon the Road leading from Brecknock to Merthyr Tydfil, called Tyr y Bull,

“And crossing the last-mentioned Road opposite such House, it continueth the course of the Brook before mentioned till it meete with River Tarell, the course of which River it follows up to the place where the Pathegy Brook falls into it, and proceeds up that Brook to its source on the Gyrn Hill.

“From thence (the boundary proceeds) in a straight southwardly direction (as marked out) down to a place called Cloddier Hendref, from there down a Small Ravine into the Taff River.

“Which River it follows to a Bridge upon the Brecknock and Merthyr Tydfil Turnpike Road, and then continues with the River, till it comes to a ford upon it, called Rhydissa Taff, whence it crosses the River, and ascends the Hill in a Southward direction, passing by three large stones in a direct line to the Nant-yr-eira Brook, following that Brook nearly to its source, and then turning westwardly to a Tump, where a mark is made.

“From thence it proceeds in a straight line down to the Head of a Brook, called Gwrriad, and continuing that Brook till it joins the Hepstey, which it follows to its confluence with the Melltey River.

“From the confluence the Boundary proceeds down the Melltey River, until it receives a Brook (which divides the Great Forest from the Manor of Troescoed) to its termination in a piece of land, where the Road from Brecknock to Pont Neath Vaughan enters through a Gate. Then following the fence of that piece of land to the Gate in a northern direction, and (crossing the road) it follows the fence, which is irregular, in a South and South-Western direction to the Brook called Nanty corrin, following the same until its junction with the Pwrddyn River.

“And from that place up the River Pwrddyn to Bauwen Pwrddyn, from Banwen Pwrddyn it follows a Brook called Pantyvedwen, until such Brook reaches the uninclosed lands of the Forest, from thence along the Fence separating the inclosed from the uninclosed land in a Northern direction to a place called Ton y Spuddadin, and thence on with the Fence (which extends to a point near the Cwmillech House) in a western direction, and then proceeds with the fence to the Nantyfn Brook down to the River Tawe.

“And proceeding with that River to the place where it receives the Dufnant Brook, it then follows the Dufnant Brook to its source, and from thence nearly in a direct line thro’ a small Ravine between the Waste belonging to the Garth Hamlet and the Forest to a stone on the Hill, called Carrig ar Cap.

"From thence on to a Rock called Castell y Gyfer, and then on to a Road called Grose fordd, following the Grose fordd to a place called Twyn yr Alven (where the letters G. H. are cut in the grass), thence on by Pwlleig crossing the brook called Giaidd, and continuing in a Northern direction to some stones called Carne Grwys.

"From thence to Blaen gwyn, and then in a North-western line to the River Twrch, at the place where the Nantygwynney Voll Brook falls into it. Then following the River Twrch to its source at Blaentwrch, from thence skirting the Breconshire Vann down to the source of the River Usk.

"And following that River to the place where it receives the Cray, proceeding with the last mentioned River to the House called Ty gwyn yn Cray. From thence up a Fence (dividing Cae Hyny from the Ty gwyn land) a part of the waste land called Cae Orwn, and proceeding with the fence by the Gate called Clwyd y Cae Newydd to the Nantddu brook, and following that brook to its source.

"From thence down the Nantgynney Brook to the Devynnock and Ystradgynlais Road, and along that Road to the place where the Cnewr Brook crosses it, and proceeding with that Brook to the place where the Brecknock and Ystradgynlais road crosses it.

"Continuing the last mentioned to the part of it where the Treweren crosses it, and then following that Brook to its junction with the Senny River.

"The Boundary then follows the Senny River to its confluence with the Usk, to the place where the Camlais Brook comes into it, proceeding up with that Brook to the place before mentioned, called Ffynnon ynis gron, which terminates the Boundary."

"Dated this 15th day of November, 1815.

"Sd. HENRY DE BRUYN.

"Sd. JOHN CHEESE."

It will be desirable at this point to clear from our view of the Great Forest lands, the Little Forest, and also the Forest Mills. Both were let at an early period separately from the Agistment or herbage of the Great Forest, but when that separation first occurred, there is no record extant.

The Little Forest comprised the loop of land running up from the Usk between the Crai and Treweren brooks, and which we have seen was excluded from the Great Forest in the Perambulation; and the Forest Mills were those eight mills within the Great Forest, placed here and there, and which are described in Parliamentary Surveys in Vol. I of *Hist. Memoranda*; and six of these mills are mentioned in the Particulars of Sale Bill of 1799.

#### BRECONSHIRE.

To be Sold by Auction,

at the

Swan Inn,

in the

Town of Brecon,

On Saturday, the 23rd day of March next,

Beginning at Three o'clock in the Afternoon,

Subject to such Conditions as shall be then produced,

The King's Mills,

In the following lots, viz.:

Lot I. Ystradvelltey Mill.

II. Pwllococh Mill.

III. Glyntawy Mill.

IV. Senny Mill.

V. Devynnock Mill.

VI. Trecastle Mill.

For Particulars apply to Mr. Watkins, or Mr. Morgan, at Devynnock; or Messrs. W. and J. Powell, Brecon.

Brecon, Feb. 23, 1799.

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Brecknock: Printed by W. and G. North.

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We must also note here, that while the Great Forest was nominally within the Lordship of Brecon Castle, it was from a very early date treated as a distinct property, and was retained in the hands of the Crown long after they had parted with the Brecon Lordship. The tenants of the Lordship of Brecon, however, seem to have possessed the right of grazing within the Forest, and obtaining lime from the Forest quarries, at an early period, and to have retained such long after the severance of the ownership of the Forest from that of the Lordship had taken place, and in fact down to the present time. We may, I think, consider that at first the Forest lands were purely such, subject to forestal laws, and not to any manorial customs and payments; while the Lordship (outside the Forest boundary) had from the first, and still retains the character, customs, and payments incident to a manor; and it would seem that when in very early times, before even the reign of Richard III, the Forest laws were relaxed, and pasture was allowed to the immediate neighbours of the Forest, a similar favour and right was conferred on all the tenants of the Lordship, if it was convenient to them, and if they chose to exercise it.

And we may assume that with this general invasion of grazing rights, the big game, or *feræ et cervi*, reserved in the various Crown leases, disappeared, and existed only nominally in the Forest afterwards.

And the owners of Brecon Castle were doubtless glad to receive the proceeds of the Agistment rents.

We now come to an important epoch in the history of the Forest in 1484, when Richard III directly intervened in some way, as guardian of the Lord of Brecknock Castle, then a minor, and reduced the rate of payment per head for cattle turned on the Forest from 3*d.* to 1*d.*

And this is fully dealt with in the report of the famous expert, Mr. W. Illingworth, who was consulted on behalf of the tenants of the Forest, when their case was prepared for an impending trial against the Crown relating to their Forest rights.

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## GREAT FOREST OF BRECON.

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MR. ILLINGWORTH'S REPORT, 1813.

The Great Forest, as usually called, of Brecon, or Brecknock, is a large Common or pasture containing many Miles in extent, situated within and parcel of the Manor or Lordship of Brecknock.

At the Conquest of Wales, when that principality became annexed by Stat. 12 Edw. I to the Crown of England, Humphrey de Bohun, Earl of Hereford, was Lord of Brecknock; in whose Descendants the Castle, Manor and Lordship of Brecknock, including therein the Forest in question, continued, until the Attainder of Henry, Duke of Buckingham, in the first year of Rich. III.

UPON and over this Forest the Tenants and Inhabitants of the Lordship of Brecknock had a right from the earliest period of depasturing their cattle, paying to the Lords of the Manor a certain annual paym't known by the usage and custom of the Forest under the Term *Kyverye*, that is, a certain Rate or Computation per head of Cattle. *The ancient Rate of Kyverye, previously to the Reign of Rich. III was 3d. per head, but when that King became Lord of Brecknock, it was reduced by an Indenture made between him and his Tenants and Inhabitants of the Forest, in the first year of his Reign, to the sum of one*

*penny per head.* In that Indenture he granted to all his Tenants, Resiants, and Inhabitants of the said Great Forest within his Lordship of Brecknock free liberty and passage thro' the said Forest, and Water and pasture in the Mountains, Hills, and Vallies thereof, for the nourishing of their Beasts and Cattle, *paying unto the said King for every head (or poll) one penny* after the said Rate of Kyverye, as hereafter more particularly set forth.

THIS Right of Common, or several pasture, according to the last Rate has continued to be exercised by the Inhabitants of the whole Lordship from the Reign of Rich. III to the present time, and such Right has not only been acquiesced in and acknowledged by the Crown by numerous written Documents and Records, but has even been expressly confirmed by Letters patent.

THE Records and other written Instruments hereafter referred to, have been collected towards proving the above statement.

SEVERAL Inquisitions and Extents, preserved at the Tower, taken on the death of the Bohuns, Earls of Hereford (Edward I to III) shew them to have been Lords of Brecknock ; but the earliest Instrument of that nature, noticing the Forest, is an Inquisition [Escheat A.D. 10 Edw. III, No. 62] taken on the death of John de Bohun, Earl of Hereford, A.D. 10 Edw. III, who is therein stated to have died seised of,

“THE CASTLE AND MANOR OF BREGHENOK.”

In setting out the Extent and Valuation of the Manor, it is stated (*inter alia*)

“And there is a certain Forest called *Forest Vaghan* (Little Forest), the pasture whereof is worth by the year 40s.”

And again

“And there are there from Rents of the Welch for the Great Forest Thirty pounds per annum, payable at the feast of St. John the Baptist for the whole year.”

ANOTHER Inquisition, taken on the death of Humphrey, Earl of Hereford, A.D. 38 Hen. VI, notices the Forest more particularly. It says the Earl died seized (*inter alia*) of

“The Castle, Manor, and Lordship of Brecknock with its Members and Appurts.”

And in setting out the particulars and Extent and Valuation thereof, that

“There is there a certain Forest called the Great Forest of Brecon, the Herbage whereof, with other profits, to be taken according to the Custom there, is worth per annum Forty pounds.

“And there is there another Forest called the Little Forest of Brecon, the Herbage whereof, with other profits, to be taken in the same Forest, is worth per Annum Six pounds.” [Escheat A.D. 38 and 39 Henry VI, No. 59].

IN the particular for a Lease for twenty-one years of the Agistment of the Great Forest, A.D. Eliz., 1567, in the Augmentation Office, is the following Passage :—

“Item, another parte of the decaye groweth in this, that sometime (that is heretofore) a Kyffryve, that is to saie, every heade of some kinde of Cattell and a certain nombre of others makinge a p'portioned Recconinge whiche by custome is well knownen did yeld 3d. for Herbage, which since by the Indentures above remembered are brought to a 1d. a Kyffryve, according to which Rate the Inhabitants nowe paie.”

Mr. Illingworth, in his Report, now goes back to the time of Richard III, and writes as follows :—

“HENRY, Duke of Buckingham, succeeded to the last Duke, but was executed and attainted of High Treason, A.D. 1 Ric. 3, and by the Act of Attainder all the Castles, Manors, Lordships, etc., and Heredits of the said Henry, Duke of Buckingham, were declared to be forfeited to the King and his heirs.” [A.D. 1 Ric. III, Rot. Parl., No. 3].





King Richard III [A.D. eodem, 19 Feb.], then being Lord of Brecknock, by an Indenture under his privy signet and sign manual, and made and indented between himself and the Tenants, Residents, and Inhabitants of the Great Forest within his Lordship of Brecknock, granted as follows :—

[Henricus Octavus Dei gra' Anglie & Francie Rex Fidei Defensor Du's Hib'nie Om'ibz ad quos p'sentes l're pre'int salt'm, INSPEXIMUS quandam Indenturam inter Dm'n R' nup Regem Anglie p'genitorem ur'm ex una pte, et om'es Tenentes, Residentes, & Inhabitantes magne Foreste in Du'io de Breknok in Wallia ex alta pte, and secreto signeto suo ut dicitur sigillatam ac signo manual suo signatam factam in hec verba.]

“THIS INDENTURE made bitween the moste excellent and crysten prynce Richard, by the grace of God Kyng of Englonde and Lorde of Ireland on the one p'tie, and all the Tenn'ts, Recyaunts, and Inhabytaunts of the great Foreste in his Lordship of Breknok in Wales on the other p'tie, WITNESSITH that where as our sayd sov'aigue Lorde at the humble supplication of the sayd Tenn'ts, Recyaunts, and Inhabytaunts there, and for the favo'r, ease, and well of all lyege people, of his especiall grace and by his gracious l'res patents hath graunted free libertie and free passage to all his sayd subjects to passe and repasse through and by his sayd great Forest and in eny p'te thereof, as well on Horsebak, and a fote w't. all man'r of Marchaundizes as by the sayd l'res patents more pleynly it apperith.

“AND WHERE also as the said Tenn'ts, Recyaunts, and Inhabitantes within the said Forest by the said Supplication have desired of his said Highnes to have Water and pasture for the fedying of their Bests and Catalls in Hilles, Mounteyns, and Valeys of the said great Forest w'oute any thyng paying therfor to his said Highnes, Our sayd sov'aigue Lord of hys most habundaunt grace and mercy, pondering the poverty of hys said Supplicants and the great charges restyng upon them yerely unto his Highnes, hath graunted by these p'sentes unto his said liegemen and suppliants fre lib'tie to have Water and Pasture in the said Mountaynes, Hilles, and Valeys of the said Forest for the norysshing of their Bestys and Catall, PAYING unto his Highnes for every Polle of the said Bests and Catall a penny after the rate and computacion of Kyfryve, knowen by usage and custome of the said Forest, and also to all the Inhabitants of the said Lordeship of Breknok, onely having any Bestys or Catell hauntyng the sayd Forest for Water and Pasture, a penny for ev'y polle after the rate and forme abovesaid.

“ALSO our sayd sov'aigue Lord by these p'sents commaundeth all his Officers beyng there as for the tyme to whome that longeth, to sett and putt hys said Forest to ferme on Maye daye to him or to them that grauntith moste, therefore ordynate (order) warnyng p'clamyd (proclaimed) before at the High Crosse in the Town of Breknok on the Markett Daye mmediately before Maye Daye, takyng sureties of the Fermours therof in hys Eschequer at Breknok aforesayd as the Custome thereof requyreth. AND in more strenght and wytnes of the grauntes abovesayd made by our sayd sov'aigue Lord to the said Tenn'ts, Recyaunts, and Inhabitaunts there, our sayd sov'aigue Lord hath comaunded hys secrete signett to these Indenture to be putt, confermyng the same w't' his gracious signe manuall.

“Geven at his palace at Westmynster the xixth day of Februarie, the first yere of his reigne.”

[Et hoc om'ibus quoz interest innotescims p'sentes. In cujus rei testimonio has l'ras n'ras fieri fecimus patentes, Teste me i'po af'm'd West' decimo septimo die Maij anno regni n'ri tricesimo.]

This Inspeimus is enrolled in a Book of Enrolments at the Auditors' Office for Wales, Ac. 1, Edw. VI.

The Indenture of King Richard, not being a Matter of Record wherby the King co'd lawfully grant to bind the Crown, the words “Innotescimus” was the proper word to be

used in Henry VIII's Letters patent, as is always the case in Letters patent reciting a Charter of Feoffment or other Instrum't not of Record. (See Page's Case 5 Reports, p. 52.)

And this word is not to be found in any of the Forms of Confirmation prescribed in the *Forma Confirmationis Cartarum*, A.D. 13 Edw. I, Stat. 6, Ruffheads's Append.

It is to be remarked that this Instrument is not entered on any Record of the time, nor is the original extant; it is, however, noticed in all the Ministers' Accounts of the Crown, first in the ninth year of Henry VII, when Edward Duke of Buckingham was in Wardship of the Crown, and after in every year from the 13 Hen. VIII to the 17 Jac. I; and in one account, the 30 Hen. VIII., it is enrolled verbatim, from an Inspeximus under the Great Seal dated 17th May, A.D. 30 Hen. VIII, but it is to be lamented that the enrolment of this Inspeximus has not yet been discovered, except on such Minister's account.

And Mr. Illingworth then proceeds:—

"THE Attainder of Henry Duke of Buckingham was this year reversed, and Edward his Son and Heir was restored to the Title and Estates of his Father; but being then a Minor, was declared by the Act to be in Wardship of the Crown." [A.D. 1 Hen. VII, Rot. Parl., No. 13.]

IN a Receiver's Account [A.D. Hen. VII, Ministers' Account] preserved in the Court of Exchequer, that Officer, in answering for the Farm of the Agistment of the great Forest, states a decrease in the Amount between that and the former Reigns in consequence of King Richard the Third's Grant, as follows:—

MANOR OF BRECON.—The Account of David ap John Steward there, from the feast of Saint Michael the Archangel in the ninth year of the Reign of King Hen. the VII to the same Feast of St. Michael then next following, in the tenth year of the same King, that is, for one whole year.

OFFICE OF RECEIVER OF BRECON.—The Account of S'r Rees ap Thomas Knight, Receiver for the time aforesaid, by John ap Gro ap Muric, his Deputy, accounting for the same for the time aforesaid.

The Receiver, after accounting under the heads of

Arrears	New Rents
Rents of Assise	Advocaria and
Comortha	Small Farm

answers as follows:—

GREAT FARM.—For £26 13s. 4d. lately received from the Farm for executing the Office underwritten, as agreed by the Lord with the Officer there, payable at the Feasts of St. Leonard and the Apostles Philip and James, as is contained in the Account of the Receiver there of the 38th year of King Henry VI, that is, for the aforesaid time of the Account he answers not, because no Officer would vouch for the said Farm this year, as is contained in the Acco't of the Receiver there of the twenty-second year of King Edw. IV, late King of England. Nor does he answer for £93 8s. 4d. in the twenty-second year of King Edward IV, for the farm of the Agistment of the great Forest there so then demised to Howell ap Rees ap Watkin, Ho ap David Gwyn, Jevan ap Morgan, Walter Havard and their Fellows, as is contained in the Account of the Receiver of Brecon of the said twenty-second year of King Edward IV, payable at the feasts of St. Leonard, the invention of the Holy Cross, the Nativity of St. John the Baptist, and the decollation of the same, in manner as was answered for clear in the account of the thirty-eighth year of the said late King Henry VI, and in divers other preceding Accounts over and above 15s. of the same Farm then yearly deducted and allowed at the foot of the same Accounts, when he used to vouch without any deduction for £94 3s. 4d., and before for £110, as is contained in the Account of the Receiver there for the twenty-second year of the said late King Edward IV, upon this Account

examined and shown, that is, for the aforesaid time of this Account. INASMUCH as that Richard III., late King of England, by his Letters Patent under the Great Seal of England, dated at Westm'r the 14th day of May, in the first year of his Reign, for certain urgent Causes him moving of his special grace and mere motion for himself and his heirs granted and gave licence for ever to his beloved and faithful subjects, and to all and singular his Tenants, Resiants, and Inhabitants within the parish of Devynnok within his great Forest there, that they and their Ministers and Servants who then were and thereafter should be, and also to all other persons of what condition soever they might be, should for ever thereafter have entry, passage, and egress for themselves, and their Cattle, Carriages, Goods, Wares, and Merchandizes in all places whatsoever and within all the Forest aforesaid and every part thereof and all the limits and bounds of the same without anything to be therefore rendered, paid, or forfeited, as in the aforesaid Letters patent upon the Account of the 2nd year of the same King Richard shewn is more fully contained.

And inasmuch also that the same late King by other Letters under his privy signet and signed with his sign Manual, dated at Westm'r the 20th day of February in his first year, made and indented between himself and his Tenants, Resiants, and Inhabitants of the great Forest aforesaid, whereby he granted to them and to every one of them who then were or thereafter might be, Water and pasture in the Mountains, Hills and Vallies within the said Forest for the depasturing and feeding of their Beasts and Cattle, paying therefore yearly to the said Lord the King and his Heirs Lord of Brecon for every pole one penny, according to the rate and computation of Kyfryve known by the usage and custom of the said Forest. And the same late King also willed by the same his Letters and he commanded to his Officers there that proclamation should be publickly made in the open Market place within the Forest of Brecon on the Market day if any one would give the most for the farm of the said Forest he should observe the Grant of the said late King above noticed, the aforesaid Accountant could find no such Farmer there who would continue the said ancient farm for the Sum aforesaid, or who would in any wise take or occupy the same save only according to the form of the proclamation above recited as he saith upon his Oath. WHEREFORE the Council of the Lord the King must be conferred with.

But he answers for sixteen pounds for the farm of the Agistment of Cattle agisted in the said Forest, so devised to Jevan ap Morgan ap Jevan, Gwyn Thomas ap Gro ap Rees, and their Fellows this year by proclamation above in the Article next before recited, payable at the Terms of Saint Leonard the Abbot, the Apostles Philip and James, the Nativity of Saint John the Baptist, and the decollation of the same in equal portions, that is for such four terms falling within the time of this Account. [A.D. Henry 7, Minister's Account.]

Mr. Illingworth then proceeds:—

“EDWARD Duke of Buckingham was executed for High Treason, and all his possessions seized. [A.D. 12 Hen. 8, A.D. 1521.]

“IN the Chapter House at Westminster is preserved a Book containing a Survey of all the Castles, Honors, Lordships, etc., etc., of the Duke and (*inter alia*) of the Lordship and Manor of Brecknock, wherein the great Forest is described as parcel thereof. [A.D. 13 Hen. 8, A.D. 1522, Survey.]

“AN Act of Attainder of Edward Duke of Buckingham, and for vesting his Estates in the Crown. [A.D. 14 and 15 Hen. 8.]

“RECEIVER's Account of the Lordship of Brecon, wherein under the head of the Great Farm he answers for £94 3s. 4d. for the farm of the Agistment of the Great Forest, and in his Allowances takes Credit for £86 18s. 8d. deficiency, by reason of two several Grants made by King Richard the Third of the pasture of the Great Forest; and he here sets out such Grant and the Inspeximus thereof verbatim. [A.D. 30 Hen. 8.]

c

"DURING the reign of Queen Elizabeth several Leases were granted of the Agistment of the Great Forest, in all of which the Lessees covenant to permit the Tenants, Resiants, and Inhabitants of the Lordship of Brecknock to enjoy their Right of Common of pasture in the Great Forest, as they had enjoyed the same *ab antiquo*, and not to permit any other persons to have such common of pasture.

"A particular of this date [A.D. 1567, Eliz.] preserved in the Augmentation Office, for the granting of a Lease to one William Jones, is on this occasion very important, as stating the ancient Kyffryve at 3*d.*, but altered by King Richard the Third as follows :—

A Lease to William Jones of 21 years of the Agistment of the Great Forest ; in which is the following Recital :—

WHEREAS the Tenants Resiants and Inhabitants within the Parish of Devynnock within the Great Forest of Brecknock in our County of Brecon and others the Tenants and Inhabitants within the Lordship of Brecknock claim to have free passage throughout the whole Forest afs'd without rendering any thing for the same and also Herbage of the Pasture with their Beasts and Cattle in the same Forest rendering therefore to us and our Heirs for every Head accord'g to the computation of Kyffryve One penny as well by force of a certain Charter by our Progenitor Richard the 3rd dated at Westminster the 14th Day of May in the first year of his Reign for free passage made as of a certain Indenture of the same our progenitor Richard the 3rd dated the 19 Day of Feb. in the s'd 1st year of his Reign, for payment of One penny for every Kyffryve made, when of antient time every Travellor used to pay for his Passage within the Forest af's'd such acknowledgement or Sum of Money as the Officers of the late Duke of Buckingham Late Lord of the same Forest chose to assess and Tax. And also every Tenant Inhabitant and Resiant within the same Forest paid three pence for every head of their Beasts and Cattle according to the Computation of Kyffryve ; by pretext wh'of and by reason of a certain *Act of Parliament* touching the exactions of the Forests in Wales [A.D. 27 Hen. 8, c. 7], amongst other things entitled "The ordinance of Wales" the Agistment of the said Forest there hath not only fallen into Decay of Rent £63 16*s.* 8*d.* per annum for Divers Years now last past but the Tenants there by Reason of a certain bad Custom which has taken place in the Annual Leasings of the same Forest claim the said Forest to be leased to them from year to year at such Rent as they please to give for the same Forest without any Fine to be therefore Rendered to our Disinherison and Great Injury.

KNOW YE, therefore, that as well in cons'on of Twenty pounds 6*s.* 8*d.* paid by the s'd Wm. Jones into the Excheq'r etc. as also by Reason that the said William Jones and his Assigns will hereafter more beneficially preserve the said Forest to the Queen's use AND will also permit the Tenants Resiants and Inhabitants of her Lordship of Brecknock and such other Persons heretofore have by Custom Agistment for their Cattle, to have so much Agistment for their Cattle as heretofore they lawfully used to have We have granted etc. To the said William Jones etc.

ALL that the Agistment of Our Great Forest of Brecknock in our County of Brecknock parcel of our Lordship of Brecknock in the s'd County of Brecknock, etc.

To HOLD etc. for the Term of 21 years etc.

Render'd etc. the Yearly Rent of £20 6*s.* 1*d.*

COVENANT from Lessee to permit the Tenants Resiants and Inhabitants of the Lordship of Brecknock etc. to have and enjoy passage Herbage and pastures *ab antiquo* etc. and not to permit any other persons to have or enjoy the same [Book of Enrolments Auditors Office, *tempo* Eliz. (E). p. 59 e. 12 July A.D. 9 Eliz.].

## RECEIVER'S REPORT ON LEASE TO WILLIAM JONES.

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“PARCEL OF THE LORDSHIP OF BRECKNOCK, PARCEL OF THE  
POSSESSIONS OF EDWARD, DUKE OF BUCKINGHAM.

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## THE GREAT FOREST OF BRECKNOCK.

	£	s.	d.
Worth in Agistment of the same Forest, so formerly demised to divers Tenants, paying at the feasts of Saint Leonard, the Invention of the Holy Cross, the Nativity of St. John the Baptist, and the decollation of the same, in equal portions before at £110 by the year	94	3	4
Reprises in Decay of the Agistment aforesaid by reason that the Tenants together with the Resiants and Inhabitants within the parish of Dyvynnock within the Forest aforesaid claim to have free passage thro' all the Forest aforesaid without rendering any thing therefore, and also Herbage of the pasture with their Beasts and Cattle in the same. Rendering therefore to the Queens Majesty for every Poll according to the computation of the Kyffryve heretofore at 3d., now at 1d., as appears as well by a Charter of Richard the 3rd, late King of England, dated at Westminster the 14th day of May in the first year of his Reign made for free passage and by the Lord the late King Henry the 8th, confirmed by his Letters under his Great Seal of England, dated the 17th day of May in the 30th year of his reign in the Account of the same Year enrolled verbatim, as by a certain Indenture of the said late King Richard the 3rd dated the 19th day of Febry. in the first year of his Reign made for payment of one penny for every Kyffryve and by the said late King Henry the 8th confirmed by his Indenture dated the aforesaid 17th day of May in the said 30th year of his Reign in the said Accompt likewise enrolled verbatim. And so in decay of part of the Sum above charged lately demised, <i>communibus annis</i> , now for £20 6s. 8d. by the year, as well by reason of an Act of Parliament touching the Exactions of Forests in Wales amongst other things intituled “The Ordinance of Walles” as by pretext of the several Grants aforesaid, as in very many Accounts of the Years preceding appears	74	6	8
Remains clear per Annum	20	6	8

“Md. I have made this particular according to the accompte of *anno octavo* Regine Elizabeth, which riseth according to the said value, *communibus annis*.

“Itm. It is to be noted that in annient tyme there were as well in this Foreste as in all other Forestes in Wales certein grevous exacone uppon Passengers, in this Forest cut off by speciall L'res patent, as before, and generally in all Forests by Acte of parliament, since which is a p'te of the Cause of the said decaie.

“Itm. Another p'te of the decaie groweth in this, that sometime (*i.e.*, formerly) a Kyffryve, that is to saie, every heade of some kinde of cattell and a certein nombre of others makinge pporconed (apportioned). Recconinge, which by custome is well knownen did yeld iijd. for Herbage, which since by the Indentures above remembered are brought to jd. a Kyffryve according to w'ch Rate the Inhabitants now pay.

“Itm. This is accustomed to be letten by proclamac'on made by the Bailief uppon Maie daie yerely to such as will give most for it which comonly kepes at one Stint as before.

"Finally I take it good S'vice to let it by Lease at such Trust as your Honours shalbe thoughte meete, for that the Tenn'ts shall not p'scribe a custome to have it demised as before by p'clamac'on, and to one of them, as some of them presently doo.

"viiij. Junij 1567.

"Exr. p. Robt'm Multon Dep'ut Audit."

	<i>li. s. d.</i>
The clere yerely value of the p'misses ys [xxj Junij 1567 p. Willmo Jones]	xx. vj. viij.
The Fyne at one years Rent for the consideracons above sp'ified amounteth	
to the some of . . . . .	xx. vj. viij.

To be p'd in hande.

Make a Lease of the p'misses unto the said Will'm Jones for xxj yeres, yelding to the quenes Ma'ie the said yerely Rente and paying to her Hignes the Fyne above men-c'oned. The Lease to have commencement from thannunciacon of our Ladye last paste.

Th' excepc'ous coveunn'ts and condic'ons to be souche as in like cases are appointed.

WINCHESTER. Wa. MILDMAY.

The aforesaid Wm. Jones and others are bound to the Lady the Queen by Obligation remaining in the Exchequer for payment of the Rent aforesaid and for performance of the other Covenants.

Ex'r p. me Henrico Fanshawe.

Mr. Illingworth then proceeds :—

"It may not be improper to notice in this place that the Rent reserved for the Agistment vizt. £20 6s. 8d. has continued in all the Leases from that period to the year 1770.

THE Lordship of Brecknock remained entirely in the Crown till this year [A.D. 14, Jac. I, A.D. 1617], when the King granted it to S'r Fras. Bacon and others for 99 years, in trust for Prince Charles.

KING CHARLES granted the Reversion of the Manor and Lordship of Brecon to Wm. Collins and Edw. Fenn as Trustees to the use of S'r Wm. Russell in fee, reserving a fee farm rent of £44 [A.D. 7 Car. I].

N.B.—The Great Forest, as parcel of the Lordship of Brecon, is excepted out of the grant by the following words :—

"All that the Forest called the Great Forest and the Soil and Agistment of the same." (See Sale to Collins and Fenn, vol. i, p. 58.)

Sir William Russell released to the Earl of Pembroke [8 Car. I].

The Earl of Pembroke sold to Thos. Morgan, Esq. [1639].

THE Term of 99 years, created Jac. I, became vested in s'd Thos. Morgan, Esq., and others, but in 1662 solely in him, under whom the present owner, S'r Chas. Morgan, derives title.

The Parliamentary Survey.—In this year, 1650, a Survey of the Manor of Brecon was made by Commissioners under the authority of the then Parliament, which is as follows :—

#### BRECON.

Maneriu' de Brecon cum juribz membris et appurtenant. A SURVEY of certaine p'ticular p'cells of Land lyinge and beinge within the Manno' of Brecknock and County of Brecon, p'sented to us to bee Crown Land and concealed though the Manno' bee granted in fee farme, made and taken by us whose Names are hereunto subscribed in the month of Janry., by virtue of a Commission grounded uppon an Act of the Com'ons in parliam't assembled for the sale of the Honnors, Mannors, and Lands heretofore belonginge to the late Kinge

Queene and Prince, under the hands and seales of five or more of the Trustees in the said Act named and appoynted.

ALL that the piece or p'cell of Grounde lyinge and beinge neere the Towne of Brecon and within the County of Brecon com'only called and knowne by the name of the Greate Forrest consistinge of a large Com'on or pasture by estimation seaven miles in length or thereabouts.

Memorand' that the Inhabitants of the severall parishes of Devennocke, Llewellyn, Glyntoy, Strodwellty, Pedoryn, Cantreffe, Llanvygon, and Llandvettee, and there p'decessours have time out of Minde had the benefitt of the Herbage there for all Beasts Sheepe and Horse, sanse number, for which there is yearly payd by the severall Inhabitants of the aforesaid parishes the some of Twenty pounds six shillings eight pence to be collected (*in modo sequent*) viz. for every Cowe a penny, for every Horse 1*d.* ob., and for every score of Sheepe fowre pence. *xxl. vjs. viij*d.**

ALL that the Custome called a Comortha of Fifty six pounds sixteen shillings payable every second yeare within the Mannor of Brecon and County of Brecon aforesaid, w'ch said somme of Fifty six pounds sixteen shillings Wm. Morgan, Esq., who hath the fee farme of the said Mannor or his Steward or Bayliffe for the time beinge, hath allways beene accustomed to collect and pay unto the Receiver of the late Kinge. *lvj*li* xvjs.*

Ex'r p. WILL WEBB, Sup'vis. Gen'l.

HEN. MAKEPEACE.

PETER PRICE. 1650.

JOHN MARRYATT.

JOHN LLOYD.

AND in a particular for the sale to David Morgan of parcel of the possessions of King Charles and his Queen in the County of Brecon (Same year) intituled :—

#### COUNTY OF BRECON.

Parcell of the possessions of Charles Stuart and Henrietta Maria, late King and Queen of England.

And all that (*inter alia*) the piece or parcel of Ground with the Appurt's lying and being neere the Towne of Brecon, comonly called and knowne by the name of the Great Forest, consisting of a large Com'on or pasture by estimation seaven Miles in length or thereabouts.

Yearly value £20 6 8.

Memorandum, it is certified that the Inhabitants of the several parishes of Devinnock, Lewellyn, Glyntoy, Strodwellty, Pedoryn, Cantreffe, Llanvigon, and Llanvettee and their predecess'rs have time out of Minde had the benefitt of the herbage of the parcell of Ground, called the Great Forrest, for all Beasts Sheepe and Horse withoute number, for w'ch there is yearly paid by the sev'all Inhabitants of the aforesaid parishes the sum of *xxl. vjs. viij*d.**, viz., for every Cowe a penny, for every Horse 1*d.* ob. and for every score of Sheep *iiij*d.**

It must be here noticed that the Lordship of Brecknock comprehends several other parishes besides those named in the Parliamentary Survey and in the above particular.

(Sgd.) W. ILLINGWORTH,

Record Office, Tower, 8th July, 1813.

## MR. ILLINGWORTH'S BILL OF CHARGES.

## GREAT FOREST OF BRECKNOCK.

	£	s.	d.
1813.			
1st July.—Attending Mr. Jones, Junr., on the Claim of the Inhabitants of the Great Forest to Right of Common, and perusing papers on the occasion, and taking Instructions for Searches into Records . . . . .	1	1	0
Attending at the Rolls Chapel, searching for King Richard the Third's Grant to the Inhabitants, and also for Letters patent of the 30 Hen. 8, but without effect; also searching for, perusing, and bespeaking office copy Grant to the Inhabitants of Devynnock . . . . .	1	1	0
Searching into various Records at the Tower . . . . .	—		
2nd.—Attending at the Chapter House, Westminster, the whole day making a General Search into the Records there, and inspecting several Ministers' Accounts and Surveys of the Property of the Duke of Buckingham whilst in wardship of the Crown . . . . .	3	3	0
3rd.—The like this day, and also at the British Museum, and making long Extracts therefrom . . . . .	3	3	0
4th.—Attending the whole of this day from 10 to 4 o'clock at the Auditors for Wales: searching into numerous Records there, and making Extracts . . . . .	3	3	0
Attending at the Augmentation Office and in Gray's Inn at Mr. Caley's Chambers from 5 till near 11 o'clock at night, searching into and perusing numerous Ministers' Accounts of Brecon, and extracting therefrom . . . . .	3	3	0
5th.—The like at the Auditors for Wales this day . . . . .	3	3	0
The like again at the Augmentation Office and in Gray's Inn till midnight . . . . .	3	3	0
6th.—The like at both the above offices as before . . . . .	6	6	0
7th and 8th.—Drawing up Report of the result of my Searches in order to lay same before Counsel (up the whole night), comprizing 13 Brief Sheets . . . . .	10	10	0
Two fair copies thereof . . . . .	3	3	0
Attending Mr. Jones therewith at the Hummums . . . . .	0	13	4
9th, 10th, and 14th.—Attending at the Exchequer at Westminster, searching thro' the Records there and the Books of Decrees, Bills, and answers on each of these days . . . . .	5	5	0
9th.—Attending Consultation at Mr. Holroyd's Chambers . . . . .	1	1	0
12th.—Attending again this day at the Auditors for Wales, 11 till 3 o'clock, making further searches, when discovered Enrolment of the Exemplification of Hen.'8 of the Indenture of Ric. 3 . . . . .	2	2	0
13th.—Copying and translating long Extracts of Lease 9 <sup>o</sup> Eliz. and attending Consultation at Mr. Holroyd's with Mr. Chitty . . . . .	2	2	0
17th.—Attending at the Auditors for Wales and concluded Searches . . . . .	2	2	0

19th and 20th.—Attending Mr. Taunton both days on the subject of the Documents to be adduced in Evidence on the Trial, and going through the whole case with him . . . . .	£	s.	d.
Retainer fee to attend the Assizes at Hereford; and on that account keeping myself disengaged from attending any other Assizes which might interfere therewith . . . . .	21	0	0

## Translations of the following Records:—

Inquisition on death of H. de Bohun, 10 Ed. 3 . . . . .	fo. 16	1	4	0
The like „ Hump. Duke of Bucks, 39 Hen. 6 . . . . .	fo. 36	2	14	0
Grant to Tenants of Devonok, A.D. 1 Ric. 3 . . . . .	fo. 15	1	2	6
Stewards Accts., A.D. 9 Hen. 7 . . . . .	fo. 15	1	2	6
Ministers' Accts., 30 Hen. 8 . . . . .	fo. 40	3	0	0
The like, 30 Hen. 8 . . . . .	fo. 180	13	10	0
Lease to W. Jones, 9 Eliz. . . . .	fo. 16	1	4	0
Do. R. Davys, 17 Eliz. . . . .	fo. 15	1	2	6
Do. W. Jones, 23 Eliz. . . . .	fo. 14	1	1	0
Do. R. Jones, 22 Car. 2 . . . . .	fo. 18	1	7	0
Do. Thos. Morgan, 5 W. and M. . . . .	fo. 15	1	2	6
A second fair copy of the above for the Judge . . . . .	fo. 380	6	6	8

## Paid the following fees and Disbursements, viz. :—

At the Tower . . . . .	9	2	8
Augmentation Office . . . . .	24	10	10
Auditors for Wales . . . . .	12	0	0
Exchequer . . . . .	5	1	10
Chapter House . . . . .	3	3	0
Rolls' Chapel . . . . .	2	2	0
Coachhire and Postage of Letters . . . . .	1	0	0
	57	0	4
	£169	3	4

## BRECON FOREST.

Gentlemen,—On the other side I take the liberty of sending to you my Account of fees and Disbursements herein; your Draft for the Amount thereof will be esteemed a Favour.

I have discovered a Lease to one R. Davys, 17 Elizabeth, reciting the surrender of a former one to Walter Jones for 21 years of the *Little Forest* of Brecon at £7 per annum, being the identical person named in the Decree in the Exchequer; which puts that part of the Case at rest, and shews the proceedings related only to the Little Forest.

Shall I deliver over the papers to Mr. Gregory, or pack them all up in a parcel and send them to you?

I dined 10 days ago with our friends Mr. and Mrs. Lloyd, at Clapham, when they were very well.

I am, Gent.,

Very truly,

Your obedt. servt.

(Sgd.) W. ILLINGWORTH.

Record Office, Tower,  
29th Sept., 1813.  
Messrs. Jones and Son, Brecon.

We have previously given on p. 59, Vol. I, a copy of the Agistment of the Great Forest granted by Charles II in 1661 to Mr. Richard (not Rice) Jones.

And we now give a copy of the Grant of the Forest of Brecknock to William Morgan, Esq., of Tredegar, in 1724 :—

### THE PRINCE OF WALES TO WILLIAM MORGAN.

#### LEASE OF THE AGISTMENT OF THE GREAT FOREST OF BRECON, 1724.

THIS INDENTURE, made the Fourth day of June in the Tenth year of the Reign of Our Sovereign Lord George, by the Grace of God of Great Britain, France, and Ireland, King Defender of the Faith, et Annoque Domini One thousand seven hundred and Twenty four,

BETWEEN his Royal Highness George, Prince of Wales, Electorate Prince of Brunswick Lunenburgh, Duke of Cornwall and Rothesaye, Duke and Marquis of Cambridge, Earl of Chester, Milford Haven, and Cappel, Viscount Northallerton, Baron of Tewkesbury and Renfrew, Lord of the Isles, and Steward of Scotland, and Knight of the Most Noble Order of the Garter of the one Part, and William Morgan, of Tredegar, Esquire, of the other part.

WITNESSETH that his said Royal Highness the Prince, for and in Consideration of the Rents, Covenants, Conditions, Provisoos, and Agreements hereinafter mentioned and contained on the part and behalfe of the said William Morgan, his Exors., etc., to be paid, done and performed, and for divers other good Causes and Considerations his said Royall Highness hereunto moving, HATH given, granted, and demised, and by these Presents, DOth give, grant, and demise unto the said William Morgan, his Exors., etc., the Agistment, Herbage, and Pasturage of the Great Forest of Brecon in the County of Brecon, Parcel of the Lordship of Brecon in the said County, late Parcell of the possession of Edward, Duke of Bucks, Attainted of High Treason, and all and singular the Profits, Commodities, and Advantages, Emoluments, and Hereditaments whatsoever to the aforesaid Agistment, Herbage, and Pasturage belonging, and with the Forest aforesaid heretofore demised.

Except and always reserved out of this present Demise.

ALL Wild Beasts and Fallow Deer in the Forest of Brecon aforesaid, being and from time to time yearly increasing, And also Herbage and Pasturage for the said Wild Beasts and Fallow Deer, as formerly hath been used and accustomed. And also except and always reserved out of this present Demise and Grant, all Great Trees, Woods, Underwoods, Mines, and Quarries of the Premises.

[WHICH said Premises were heretofore demised to Thomas Morgan, Esquire, by Letters Patents of their late Majesties, King William and Queen Mary under the Seal of the Court of Exchequer, bearing date May 13 in the fifth year of their Reign. To hold the Premises above mentioned with their Appurtenances (except as before is excepted) to the aforesaid Thomas Morgan, his Ex'ors from the end, expiration, or other sooner determination of a Term of One and Thirty years heretofore demised to Richard Jones, Gentleman, by Letters Patent of his late Majestie, King Charles the Second, under the Seal of his Majesties Court of Exchequer, bearing date the 26th of September in the 22nd year of his Reign, to the full end and term of twenty-two years from thence next following, and fully to be compleat and ended. YELDING and paying therefore yearly, at the Feasts of the Annunciation of the Blessed Virgin Mary, and Saint Michael, the Archangel, into the Receipt of the Exchequer at Westminster or to the Hands of the Bayliffe or Receiver of the Premises by equal portions, the Sume of £20 6s. 8d. per Annum, as in and by the said Letters Patent, relation being thereunto had may appeare.]

To have and to hold the said Agistment, Herbage, and Pasturage of the Great Forest of Brecon, in the County of Brecon aforesaid, and all and singular other the Premises above by these presents demised or meant mentioned or intended to be hereby demised with their and every of their Appurtenances (Except as before is excepted) unto the said William Morgan his Ex'ors etc. from the day of the date of these Presents for and during and unto the full end and terme of One and thirty years from thence next ensuing and fully to be compleat and ended, YIELDING and PAYING therefore yearly and every year, during the continuance of this present demise, the yearly Rent or Sume of £20 6s. 8d. of lawfull Money of Great Britain, to be paid to the Hands of the Treasurer or Receiver Generall of his Royal Highnesses Revenue for the time being, at the Feasts of Saint Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal portions, the first payment to begin and be made on such of the said Feasts, as shall happen next after the Date of these presents.

AND the said William Morgan for himselfe his Heirs Ex'ors etc. doth covenant and agree to and with his said Royal Highness the Prince, his Heirs and Successors by these Presents, that he the said William Morgan his Ex'ors shall and will every third yeare during the Terme above by these Presents demised make and deliver or cause to be made and delivered, unto his Royal Highnesses Auditor of the premisses for the time being, a perfect Terrier and Particular of the aforesaid Forest of Brecon, distinctly observing and demonstrating the true Quantity and Number of Acres and the Battalls (Buttalls) and Boundaries thereof.

AND ALSO that he the said William Morgan his Ex'ors shall suffer and permit all other Tennants, Residents, and Inhabitants of the Lordship of Brecon aforesaid, and all other persons who heretofore had or ought to have Passage, Herbage, and Agistment on the Forest aforesaid, or on any Part thereof, to have and enjoy the same as heretofore they were accustomed to have and enjoy the same.

PROVIDED always nevertheless that if it shall happen that the said yearly Rent or Sume of £20 6s. 8d. above by these Presents reserved shall be behind or unpaid in part or in all by the space of 40 days next after any of the Feasts or days of payment, on which the same ought to be paid as aforesaid, or if this present Demise or Grant shall not be Inrolled before his Royall Highnesses Auditor of the Premises or his sufficient Deputy for the time being, within the Space of Six Months after the date of these Presents, that then and from thenceforth in either of the said Cases, this present Demise and Grant shall be void and of none effect, and that it shall and may be lawfull for his said Royall Highness the Prince, his Heirs and Successors, by the Bayliffe or Receiver of the said Premises to enter upon the aforesaid Premises, and the same have again, repossess, and enjoy as in his and their former Estate, any thing in these Presents to the Contrary thereof in any wise notwithstanding.

IN WITNESS whereof to one part of these present Indentures remaining with the said William Morgan, the said most excellent Prince hath caused his Great Seal to be affixed, and to the other Part thereof the said William Morgan hath sett his hand and seal the day and year first above written.

TENCH,  
Inrotulatur in Officio Auditoris Walliae  
octavo die Julii 1724.  
S. Godolphin Auditor.

As will be seen, the Grant was not made by the King, then George I, but by his son, the Prince of Wales, and under what circumstances or by what title it was given I have failed to discover; and it will also be seen by the following letter from the Duchy of Cornwall Office that they are unable to explain the matter:—

“Duchy of Cornwall Office,  
“2nd June, 1902.

“John Lloyd, Esqre.

“SIR,—In reply to your letter of the 30th ult., with enclosure, herewith returned, I beg to inform you that previously to the Reign of Queen Anne, the eldest son of the

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Sovereign had from an early period, on being created Prince of Wales, usually received a grant of the Possessions of the Principality.

"Your statement, therefore, that grants were made by James I and Charles I to their eldest Son, the Prince of Wales, is no doubt correct. But in Queen Anne's Reign, an Act of Parliament (1 Anne, Stat. 1, Cap. 7) prohibited the alienation by the Sovereign of any of the Possessions of the Crown, and no subsequent Grants were made. There are no papers in this Office relating to those early grants, and this is probably due to the fact, that at the time the Act was passed, there was no Prince of Wales and Duke of Cornwall, the Duchy being vested in the Crown. There is, at any rate, no record that on the subsequent creation of a Prince of Wales and the separate administration of the Duchy any papers relating to Welsh Estates were handed over.

"I am,

"M. HOLEMANN."

The previous leases, granted by Charles II in 1661 to Richard Jones, and by William and Mary to Thomas Morgan, Esq., in the Fifth of their reign, 1694, are recited in this grant of 1724.

Before leaving this part of the Forest History, we append an old paper, supplying a fuller account of the Grant of Richard III, and its confirmation by Henry VIII, than that previously given.

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#### BRECON, OFFICE OF RECEIVER.

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##### THE ACCOUNT OF LLEN AP MORGAN AP DAVID GAME, RECEIVER OF THE LORD THE KING THERE.

N.B.—The Account here sets out the Letters Patent appointing the said Accountant to be Chancellor and Receiver for life of the Lordships of Brecon and Welch Hay, etc., in the possession of the King by the forfeiture of Edward, Duke of Buckingham, attainted of High Treason.

AFTER which the Accountant answers (*inter alia*) for

##### THE GREAT FARM.

For £26 13s. 4d. lately received from the farm for executing the Office underwritten, so agreed by the Lord with the Officer there payable at the feasts of St. Leonard and of the Apostles Saint Philip and James, as is contained in the Account of the Receiver of the 38th year of the late King Henry the 6th, that is to say during the said time of this Account. he answers not. BECAUSE no Officer would vouch the said sum this year as is contained in the Account of the Receiver there of the 22nd year of King Edward the 4th, late King of England. But he answers £94 3s. 4d. for the FARM OF THE AGISTMENT OF THE GREAT FOREST of the Lord the King, so demised to divers tenants of the Lordship, there payable at the feasts of St. Leonard, the Invention of the Holy Cross, the Nativity of St. John the Baptist, and the Decollation of the same. NEVERTHELESS he used to vouch, without any deduction, for £110, as is contained in the Account of the Receiver of the said 22nd year of the said late King Edward the 4th. And for £46 16s. 8d. for the farm of all the Mills of the Lord the King in the County there, together with the Farm of Leirewit, the Avisage of Hogs within the forest, and also with the Farm of the Fishery of the Waters of Neth and Tawy, that is, of the Mills of Devynnok, Llwell, Crey, Senny Estradvelt, Glyntawy, and Pollough, so demised to divers Tenants of the Lordship there at the feasts of the Nativity of Saint John the Baptist and of the Decollation of the same equally. FOR 14s. the Farm of Leirwit so demised per annum he answers not, BECAUSE demised for the time aforesaid with the farm of the Mills in the next preceding particular noticed. NOR does he answer for 60s for the avisage of Hogs in the aforesaid Great Forest,

BECAUSE demised also above written the sum of £46 16s. 8d. But he answers for £6 for the Farm of the Agistment of the LITTLE FOREST there so demised to Hugh Merrvin by Indenture, etc.

Sum £148.

Sum of Allowances and Liveries, £161 17s. 7½d.

And he owes £4,278 3s. 11½d.

OUT OF WHICH there is allowed to the said Accountant £6 13s. 2d., for the expences of the Audit of the Receiver, Deputy Steward, and other Officers and Ministers surveying during the time of the Audit, holden this year at Brecon, in the month of October, in the 30th year of the said now King Henry the 8th, etc., etc., etc.

AND (*inter alia*) there are allowed to the aforesaid Accountant as for so much money charged upon the same Survey on the Title of the Great Farm to £94 3s. 4d. per annum for the FARM OF THE AGISTMENT OF THE GREAT FOREST of the Lord the King, so lately demised to the Tenants and Inhabitants of the Lordship of Breckon aforesaid, BECAUSE the aforesaid tenants and inhabitants together with the tenants, resiants, and inhabitants within the Parish of Devynnok within the same fforest claim to have free passage in and through all the Forest aforesaid without rendering or paying any thing for the same, And also Herbage and Pasture with their Beasts and Cattle in the same fforest, Rendering to the aforesaid Lord the King for every Kyfryve 1d., and for every other Beast under the Kyfryve 1d., IN MANNER as by the Charter of King Richard the 3rd, late King of England, dated at Westminster the 14th day of May in the 1st year of his Reign made for free passage more fully appears, and by the aforesaid Lord the now King Henry the 8th confirmed and corroborated in these words :—

[Henry the 8th by the Grace of God, King of England and France, Defender of the faith, Lord of Ireland and on Earth the Supreme Head of the Church of England. To ALL TO WHOM these present Letters shall come, Greeting, WE HAVE INSPECTED the Charter of the Lord, Richard, late King of England, our progenitor, made in these words.]

“ RICHARD, by the Grace of God, King of England and France, and Lord of Ireland, To ALL and singular our stewards, Rangers, Forresters, Officers, Bailiffs, and Ministers of our Lordship of Brecknock in Wales and of our Great Forest who now are, and hereafter shall be, and to the rest of our faithful Subjects, to whom these present Letters shall come, Greeting.

“ KNOW YE that we for certain urgent causes us especially moving, of our especial Grace and mere motion, have granted and given licence, for us and our heirs, as much as in us is, to our beloved and faithful Subjects, all and singular the tenants, resiants, and inhabitants, within the Parish of Devynnok, within our fforest aforesaid, that as well they and every of them now tenants, resiants, and inhabitants, as all and singular those, who shall be tenants and inhabitants within the parish aforesaid, and every of their Ministers and Servants, who now are and who hereafter shall be, and also all other persons whomsoever, of what condition soever, they shall be, may hereafter for ever have ingress, passage, and egress for themselves, cattle, carriages, Goods, wares, and Merchandizes whatsoever throughout and within all our Forest aforesaid and every part thereof, and all the Limits and Bounds of the same. And all and singular the Gates, Entries, paths, ways, causeways, and Bridges there wheresoever, whensoever, and as often-soever as any of them shall happen to go, return, travel, pass, go through, or have Business or to carry their Merchandizes, Wares, or Goods there through and within, as well the parts and places of the said Forest prohibited and fineable for life and limb as other the parts and places of the same Forest not prohibited and fineable, without the interruption, attachment, distress, impediment, caption, imprisonment, punishment, loss of life or of any of their limbs by any of the Officers or Ministers of us or of our heirs whomsoever there, to them or any of them for any of the premises, according to the Law and Custom of the Forest aforesaid, used to be imposed or attempted and without fine or forfeiture of their Goods, Wares, or Chattels, or any redemption whatsoever to us or to our aforesaid heirs by them or any of them in

that behalf to be there made, sustained, forfeited, rendered, or in any wise incurred deed (*sic*) without any custom, portage, pedage, or tribute, or any other thing or exaction whatsoever according to the custom of the Lordship or Forest aforesaid, to us or our heirs to be therefore due, or to all officers or Ministers whomsoever of us or of our aforesaid heirs to our use or of our heirs aforesaid or of any of them who shall have title or interest there through us or our heirs aforesaid to be therefore and thenceforth paid or rendered for ever.

"AND we will and grant that all and singular the same tenants, resiants, and inhabitants aforesaid who now are and hereafter shall be, and the servants and ministers aforesaid, and also all other persons whomsoever from all and singular Customs, portages, pedages, Tributes, and Exactions whatsoever to us or to our heirs aforesaid in any wise according to the custom of the Lordship or Forest aforesaid by any of them due or to be due, or from any of them to be hereafter demanded or claimed by any of the aforesaid Officers of the Lordship or Forest aforesaid, by reason of the premises against us and our heirs aforesaid and against all others whomsoever, shall be exonerated and for ever acquitted.

"AND we prohibit as much, as by our Royal Authority, We can prohibit and by these presents, We do firmly ordain and decree that no Justice, Steward, Ranger, Forester, Officer, Bailiff, or Minister of us or of our aforesaid heirs that now is or who shall be or of any others who shall hereafter have title or interest through us or our aforesaid heirs the same tenants, resiants, or inhabitants, who now are and who shall be, or their Servants or Ministers or any other persons whomsoever or any of them through or within as well the aforesaid parts and places of the said Forest, as is aforesaid prohibited and fineable as aforesaid, as through the other parts and places aforesaid of the same Forest and the Gates, Entries, paths, Ways, and Bridges aforesaid there, wheresoever, whensoever, or as often-soever as any of them shall henceforth chance or make it convenient to go, return, travel, ride, pass, go through, have business in, drive cattle or in any wise carry or convey their Goods, Wares, or Merchandize with their Wains, Carts, and Cattle on those occasions or any of them shall attach, impede, distrain, take, imprison, or in any wise punish, vex, or disturb, but shall permit every of them therefore to enjoy firm peace. Nor shall hereafter take or claim, or presume or attempt to take or claim any customs, pedage, portage, fines, customs, or tribute, or other things or exactions whatsoever on the occasions aforesaid or any of them according to the custom of the Lordship or Forest aforesaid heretofore in that behalf hitherto used and had due or pertaining or accustomed to be levied from the tenants, resiants, or inhabitants, or their servants or ministers aforesaid or any of them, or any person or persons whomsoever under pain of imprisonment of his Body and forfeiture of his Goods at our pleasure, any customs, rights, ordinances, or usages whatsoever heretofore there had, used, ordained, accustomed, or approved to the contrary, or altho' express mention of the certainty of the premises or of any of them in these presents be not made, or any other matter, cause, or thing whatsoever in any wise notwithstanding. IN WITNESS whereof We have caused these our Letters to be made patent, WITNESS ourself at Westminster the fourteenth day of May in the first year of our Reign."

[Now WE, the Charter aforesaid, and all and singular therein contained ratifying and approving the same for us and our heirs and successors as much as in us is do accept and approve, and to our trusty and beloved Subjects all and singular the tenants, resiants, and inhabitants within the aforesaid parish of Devynnok within our said Forest, who now are and who henceforth shall be by tenor of these presents, Do ratify and confirm, as the Charter aforesaid in itself reasonably testifieth. IN WITNESS whereof we have caused these our Letters to be made Patent, WITNESS ourself at Westminster the 17th day of May in the 30th year of our Reign.]

As by a certain Indenture of the said late King made and dated at Westminster the 17th day of February in the first year of his reign for the rendering one penny for the Kyfryve by the aforesaid Lord the now King, confirmed and corroborated in these words:—

[HENRY, the 8th, by the Grace of God, King of England and France, Defender of the faith, Lord of Ireland, To ALL TO WHOM these present Letters shall come Greeting, We have inspected a certain Indenture between the Lord Richard, late King of England, our Progenitor of the one part, and all the tenants, Resiants, and Inhabitants of the Great Forest in the Lordship of Brecknock in Wales of the other part, and sealed with his privy Signet, as is said, and signed with his sign Manual, made in these words:—]

“THIS INDENTURE made bitwen the moste excellent and crysten prynce Richard, by the Grace of God Kyng of Englonde and Lord of Irelande on the one p'tie, and all the Tenn'te Recyaunte, and Inhabytaunte of the Great Foreste in his Lordship of Brecknock in Wales on the other p'tie, WITNESSETH that where as our sayd sov'aigne Lorde at the humble supplicacion of the sayd Tenn'te Recyaunte and Inhabytaunte there, and for the favo'r, ease, and well of all lyege people, of his especiall grace and by his gracious l'res patente, hath graunted free libertie and free passage to all his sayd Subjecte to passe and repasse through and by his sayd great Forest and in euy p'te thereof, as well on Horsebak and a fote, w't all manner of merchandizes as by the sayd l'res patente more pleylny it apperith AND WHERE also as the said Tenn'te Recyaunte and Inhabitaunte w'thin the said Forest by the said supplicacion have desired of his said Highnes to have Water and Pasture for the feedyng of their Beste and Cattalle in Hilles Mounteyns and Valeys of the said Great Forest w'toute any thyng paying therefor to his said Highnes, Our sayd Sovereigne Lord of hys most habundaunt grace and mercy ponderyng the poverty of hys said suppliaunte, and the great charges restyng upon them yerely unto his Highnes, hath graunted by these presente unto his said liegemen and suppliaunte fre lib'tie to have Water and Pasture in the said Mountaynes, Hilles, and Valeys of the said Forest for the norysshing of their Bestys and Cattall, PAYNG unto his Highnes for every polle of the said Bests and Catall a penny after the rate and computacion of KYFRYVE, knownen by usage and custume of the said Foreste and also to all the Inh'tante of the said Lordship of Breknok onely having any Bestys or Catell haundyng the sayd Forest for Water and Pasture a penny for every polle after the rate and forme abovesaid. ALSO our sayd Sovereigne lord by thise presents com'aundeth all his officers beyng there as for the tyme to whome that longeth to sett and putt hys said Forest to ferme on Maye daye to him or them that grauntith most. Therefore, ordynate warnyng p'clamyd before at the High Cross in the Town of Breknok on the Markett Daye mmediatly before Maye Daye, takyng Surties of the Fermours thereof in hys Escheker at Breknok aforesaid, as the Custome thereof requyreth, AND in more strenght and wytnes of the grauntes abovesayd made by our sayd sovereigne Lord to the said Tenn'ts Recyaunte and Inhabytaunte there oure sayd sovereigne Lorde hath com'aunded hys secrete signett to these Indenture to be putt confermyng the same w't his gracious signe manuell geven at his Palace at Westminster the XIXth day of Februarie, the first yere of his reigne.”

[AND this to all whom it may concerne, WE do make knowne by these presents. WITNESS ourself at Westminster, the 17th day of May in the 30th year of our Reign.—  
OLIVER.]

That is to say, in the allowance of part of the sum of £94 3s. 4d. for the ffarm of the Great Forest aforesaid over and above £7 4. 8. parcel of the same sum received by the aforesaid Accountant for approvement that is in the Kyfryve made within the same Forest and no further upon his Oath upon this Account and so in decrease as well by virtue of the Act of Parliament as by virtue of the aforesaid Grants this year £86 18. 8.

“And he owes £4177 1. 1½.”

## CAP. II.

## THE HILL CAUSES, A.D. 1784.

From the date of the lease of William and Mary down to 1805, the Morgan family were by successive leases the tenants of the Agistment of the Great Forest under the Crown. The family of Williams of Penpont had much to do with renting the Forest Mills, and Mr. Johnes of Havod was for a time lessee of the Forest mines, but neither were ever lessees of the Forest Agistment.

This long tenure in the same family insensibly produced a feeling of semi-ownership; and it will be remembered in the Welsh Penkelly Manor case, that Mr. Thynne Home Gwynne was not without some difficulty convinced that the Crown was the owner, and himself only the steward. And a feeling of this kind grows among one's neighbours; and it has happened to myself, from the similarity of Christian names, and from being for a long time agent to my father, whom in his old age the tenants seldom saw, to be deemed the actual owner of some of my father's lands, and I so figure in the modern *Domesday* book to the extent of several hundred acres in the Counties of Hereford and Monmouth.

And in the Manor of Hay, where the Morgan family were also lessees of the Crown Manor of Haia Wallensis, we find C.M. carved, doubtless by some too-zealous agent, on one of the large stones on the hill; and similarly in the Great Forest itself, on the large rock marking the division on the mountain between the Forest land and the Hamlet of Modrydd, the letters C.M. are boldly cut.

And apart from long possession of the Agistment of the Great Forest by successive leases, the Morgan family were actually the owners of the Brecon Manor in the Lordship of Brecon, adjoining; and their farmers and undertenants gradually assumed similar power, and claimed to exercise the same rights over one as the other. Apparently to such an extent had this gone, that according to the statement in the case annexed, "It is with us a matter of doubt whether the Great Forest is at this time mediately or immediately in the Crown." And besides, it had been the practice of the Crown to grant elsewhere in the county fee-farm tenancies—practically freeholds—at small fixed rents, to various persons, like Usk Mill at Brecon, the Honddu Mill, and Pipton Manor.

However, some of the claims made by the foresters or farmers under the Morgan family were considered by the old Forest tenants as exactions and "strange innovations," and were not acquiesced in by them; and the bold stroke was taken to have a case prepared, and submitted to counsel, so far as regarded the important lime-burning customs.

## EXP'TE: TENANTS OF THE MANOR OF BRECON.

## CASE, A.D. 1781.

On the Great Forest of Brecon it hath been a Custom, continued down from Time immemorial, for persons from the neighbourhood, as well Cottagers as Farmers, to erect sev'l Kilns for burning of Limestone, which there abounds in large Quarries, into Lime. These Lime Burners sell the Lime upon the spott, and supply all without Distinction from wheresoever they be, who think proper to come for it. The Forest is a large Tract of Hilly Land, or mountain, in the Lordship of Brecon, commonable with all manner of Beasts by a Great Number of Farmers under a certain Rent of so much p. Head, for

particular Cattle, to the Lord, now Charles Morgan, Esq. There has been never an Instance of making any acknowledgem't to the Lord or any Else for the Liberty to erect Kilns and to raise burn and vend Lime in the manner before mentioned, but being for the Increase and Incouragement of Husbandry, both from that and the usage it hath always been deemed a Thing of universal Right and that as well strangers as Tenants thereof might go there to fetch it, and while they stop at the Kilns, suffer their Horses to go about grazing at a Convenient Distance, without making themselves liable to any payment to the Lord. And it is usual for those who are far off to go towards Lime in the Evening, arriving at the Kilns in the dusk, and turn out their Horses upon the Hill till the dawn, when they load and return.

Such has been the uniform and uninterrupted Practice and usage untill the Present summer, when one John Williams having farmed the Profits of the forest has thought proper to work strange Innovations. He makes a Demand upon all who come there not having Right of Common, of forest Tax, double what the Commoners pay for their Horses, and accordingly has distrained upon a great Number of Horses in the course of the summer coming for Lime and kept them impounded till the Owners paid him such Forest Tax, with the charges of Distress. The way to these Kilns is from the Great use of it made a deep beaten Road and tho' it leads only to those Places, in a manner looked upon as a Common Highway. And it seemeth this Forester has had the Modesty hitherto not to distrain upon any Horses that are strictly kept to the Road and stop'd close to the Kilns; and therefore to Obtain his End with better safety, watches such as are suffered to stray a little off the Road or from the Kilns when he makes the Distress, but he holds it to be his right and often threatens to distrain as soon as they enter the Common, and whether they cut a blade of Grass or not.

Therefore Your opinion is desired to the following Querries :—

Whether from the immemorial usage any persons may not Erect Kilns, dig up and sell lime to whomsoever they please without making Acknowledgment to the Lord, at least have not the Tenants of the Manor and Commoners a Right so to do for Manuring their own Lands?

Can this Farmer of the Profits of the Great Forest justify distraining the Horses of such as are not Commoners in the manner before mentioned, particularly on Account of their being suffered to graze about the Kilns with the Pack saddles on, and if so, as Trespassers, or how otherwise?

And if the going about and grazing gives him such power, Yet can he lay hold of such Horses as are altogether kept upon the direct Road, and during their stay are tied up as close as conveniently can be at the Kilns?

A Person having no Right of Common sent his servant to Lime; the man arriving in the Dusk suffered his Horses as Customary to graze about till the dawn, and in the morning Jno. Williams met the man, and asked him if his Master had sent any money for Forest Tax on Account of his Horses grazing on the Hill, who answered in the negative, but that if there was any due his Master wo'd pay it. Williams replied that wo'd not do, and was proceeding to take up the Horses, whereupon the man said he wo'd not let the Horses go to pound, and desired to know the demand, upon which he was told 2s. 9d., the same he directly tendered and were refused, and the Horses were lead to pound. Supposing his Right to distrain to be Good, Yet co'd he justify detaining the horses after the Tender? It is doubtful which was first, the Actual distress or the Tender; will that make any difference?

Jno. Wms is the Undertenant of a Mr. P. M. (Philip Morgan), who is the Original Farmer of the Forest, and who generally attends him on this Business to give his aid and Counsel.

On the last Occasion, as well as on most others, Mr. M. was the most active, and it was he who Conversed and answered for Jno. Williams, and the Tender was not particularly made to him; but as the other was present, and as Mr. M. is used to

Act for him in this Business and receive this kind of money, it is supposed not to be very Material, however, be pleased to give your Opinion of it. Sho'd they or one of them justify as the Lord's servant or servants, in that Case is a Tender good to them or either of them, particularly to the One who will be said to aid the other ?

It is with us a matter of doubt whether the Great Forest is at this Time, mediately or immediately in the Crown ; it is said to be the latter, and that C. Morgan, Esq., is only Lessee of the Profits, and for that reason when a Distress is made, either for Forest Tax or Trespass, it is irrepleviabie as being at the suit of the Crown, and in 1776 the following Notice was served :—

“ Brecon, 26th Oct., 1776.

“ To the Sheriff of the County of Brecon.

“ Sir,—By the Authority of the Barons of ye Exchequer I hereby give you Notice that upon a Distress at the suits of the Crown You cannot replevy, it being one of the Prerogatives of the Crown, and I give You this Notice to prevent Your falling into an Error.

I am, Sir, Yours, etc.,  
EDWARD MOORE,  
Dep: Rec'r Genl.”

As the Horses are taken up and impounded by the Forester without any other notice of Distress than his telling the Owner or his servant by word of mouth that he takes them up for forest Tax, and supposing the sheriff cannott replevy at the suit of the Crown. Is he, the sheriff, justified in this Case, and under these circumstances, in refusing to grant a Replevyu ?

Richard, the second, granted to his Tenants of the said Great Forest (whom, we presume, was then immediate Lord of the same) the Herbage and Liberty thereof for one Penny a Kivrin, which, among other Description of Beasts, signifies One Horse broken to Labour, and that is the Yearly Acknowledgment that has been ever since made for the same. See Annotations at the end of a presentment herewith left.

Whether a Tenant's Farm Horse, or a Horse never grazing on the Common, except only in fetching Lime as before stated, is within the description above mentioned and consequently liable to payment of this penny.

Answer to the sev'l Querries :—

1. Notwithstanding the usage stated, I apprehend, it is impossible in point of Law to Maintain that all persons whatsoever have a right to erect Kilns upon this Forest, and to dig up and sell Lime to any persons who will buy it without making any Acknowledgment to the Lord of the soil. But I think the Tenants of the Manor and the Commoners may justify doing so for the purpose of manuring their Own Lands, if in point of fact they have immemorially been used to do so.
2. As to the horses of strangers, whether grazing about the Kilns upon the occasions and in the manner described or otherwise, I am of opinion that the King, or his Grantee, or Lessee of the Forest, may distrain them as Damage feasant. I think, too, Horses tied up to the Kilns, or kept in the Road to the Kilns, if those Kilns are erected by strangers, are liable to be distrained.
3. In the Particular Case stated of a Distress and Tender of 2s. 9d., the sum demanded by the person distraining, I am of opinion the Detention of the Horses was illegal and unjustifiable, even if the Tender was made after the Distress in the manner described ; and under the Circumstances related. It seems immaterial whether the Tender was more pointed to Mr. M. than to Jno. William

4. I have above Considered the Tender spoken of to be such as a Jury ought to find as made to Jno. Win., who is Expressly stated to be the Actual Tenant of the Forest under Mr. M., the Orig<sup>l</sup> Farmer. But if they are only Bailiffs or servants to the Lord, a Tender after distress to either of them is not good, upon the Authority of Pilkington's Ca 5 Co. Upon the whole, therefore, as litigating this particular Case wo'd not decide any question of Right, and as there seems to be much doubt about Material Facts, it wo'd be imprudent to Contest it fur'r if it can be avoided.
5. I apprehend the Sheriff is justified in refusing a Replevin in Case of a Distress made in right of the King, w'ch in truth appears to be the Nature of these Distresses; but any Question of Right may as well be tried by an Action of Trespass as by Replevin.
6. I incline to think that the Horse of a Tenant of the Manor, never grazing on the Common, except in the manner described on Occasion of fetching Lime from a Kiln erected by a Tenant for Manuring his Own Land, is not liable to pay the Kivrin penny, supposing there has been a long and continued usage not to pay in such Cases.

EDWD. BEARCROFT,  
Linc. Inn, 25th Aug't, 1781.

The P. M. thus referred to was Mr. Philip Morgan, the well-known Collector of the Forest dues, and it would seem that the dues were collected as payable to the Crown, and were to be handed over at their Breconshire Audit. It is not quite easy to understand the legal position relatively of the Crown and the Agister, but it may be assumed that while the dues were legally demandable by and payable to the Crown, the Agister was authorised to collect them, handing over a fixed sum to the Crown, and retaining the surplus to cover expenses, and for his own profit. Thus the name of the Crown, and even the power—an enormous one—could be used by the Agister and his Foresters and agents!

We find this Mr. Philip Morgan issuing the following notice in 1782, that he had taken and distrained a black cow in default of payment. The description given of his office at the foot of the paper should be carefully noticed.

To Mr. HOWELL POWELL, of the Parish of Llewellyn, in the Manor of Brecon, within the County of Brecon.

Take Notice that I have this day, on his Majesty's behalf, and by virtue of the power to me given, taken and distrained the Goods, Cattle, and Chattles hereunder mentioned for the sum of eleven shillings and sixpence for Twelve years Rents and Customs, and arrears of Rents and Customs due from you within the Manor of Brecon, and payable to his Majesty's Auditt at Mich's 1781. And unless you pay said Rents and Customs and arrears of rents and Customs, together with the cost and charges attending the said Distress, or otherwise legally satisfy and discharge the same within Five days from the delivery hereof, I shall on your neglect herein cause the same Distress to be appraised and sold as the Law directs

Dated the 9th day of  
December, 1782.

A particular of the Goods, Cattle, and Chattels distrained on, which you are to Take Notice are impounded in the Common pound at Devynnock.

*One cow.*

A True Coppy by me,  
WALTER POWELL, Constable.

I am, yo'r H'ble S'te,  
PHILLIP MORGAN,

Collector of the Rents and Customs due within the Manor of Brecon afore-said, and payable at his Majesty's Auditt.

Endorsed :

*Black cow, 2 V. 42,*  
POWELL and MORGAN.

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In June of the same year (1782), Mr. Philip Morgan made a drive of part of the Forest land with the following result, and met with considerable success.

A Days work at Blaen Glyn Tawe by Phillip Morgan and Company,			
June 29th, 1782, from the Great Forest:—			
	£	s.	d.
from Richd. Trahan 10s. 6d. p. head for 14 heads of Cattle . . . . .	7	7	0
from William Thomas Hugh for 8 heads . . . . .	4	4	0
from John Richard 4 do. . . . .	2	2	0
from the Man of Clyn y Bedd for 4 Horses limeing . . . . .	3	3	0
from the Weddow of Wm. D'd Jno. Lewelin for one Horse . . . . .	0	10	6
Carmarthenshire Cattle 31 heads at 5s. p. head . . . . .	7	15	0
Do. do. . . . .	0	15	0
	<hr/>		
	£25	16	6

It would seem that in 1774 the claim to take in Foreign cattle by the Agister was not insisted upon, as Mr. George Morgan, of Brecon, who appears to write with some authority, disavowed the Act of Dio, his deputy at Nantddu, in taking in such cattle, and made him promise not to take in any more for the future.

“ Brecon,

August ye 12th, 1774.

“ Sir, — I find by David John of Crew, that you have taken up some Glamorganshire cattle under his and Dio of Nant dee's care. I have told him that he has no right to take any such in, and he readily promises not to take any in for the future, if therefore you will set them at liberty this time upon reasonable terms, it may prevent bad neighbourhood between the borderers, and much oblige, Sir,

“ Your very H'ble Serv't,

“ GEORGE MORGAN.”

“ EDWARD POWELL, Abersenny.

But that was an old story now. New people had apparently come on the scene, and a harsher rule was to prevail than the paternal one of the old Morgan family.

About this period, Mr. Henry Williams, of Crickhowell, a solicitor in a large way of practice, and possessed of considerable landed property himself, became the Steward of the Lordship of Brecon, under Mr. Charles Morgan, and there and on the Great Forest was the zealous agent of his master to enforce the rights of his property, and the payment of all dues in respect of the Manor of Brecon and of the Great Forest. Of the personal character of this Mr. Williams I know little, but he proved a most unfortunate man, and his disastrous and large failure in 1800 was one of the startling events of those times.

The following is a copy of the peremptory notice issued by him to the Tenants of the Manor.

“ Crickhowell,

“ September 22, 1784.

“ SIR,—Mr. Morgan, of Tredegar, being determined to enforce the Payment of the Arrears of Chief Rents and Comortha's due to him within the Lordship of Brecon, but being very averse to compulsive measures, and willing to give you as little trouble as possible, he has directed his Agent to attend at Mrs. Hooton's, in the Village of Devynnock, on Friday, the 8th Day of October next, between the Hours of Eleven and Two, to receive such Arrears.

“ But I am to add, that if you Neglect at that Time and Place to Pay all Arrears, he will presume you mean to dispute his Right to them, and on that ground will, without further Notice, pursue legal steps for the recovery thereof; and for which, after this Notice, he flatters himself, you cannot justly blame him.

“ I am,

“ Your Humble Servant,

“ HENRY WILLIAMS.

And it will be seen by the following letter, that the claims of the Lord of the Manor to Commorthas and other dues were being pressed in a manner that they had not been before in living memory, and Mr. David Lloyd of Blaenclydach and others were preparing to contest the claims:—

“To MR. JOHN POWELL, Attorney, Brecon.

“D'r Sir,—Inclos'd I have return'd you Mr. Jeffrey Letter. We, the freeholders of the Parish of Llywell, and David Watkins of Landilo and Mr. Watkin Williams of Devonnock parish, have met together to consult concerning the Commortha and other Claime Charge on us by Mr. Morgans. We do Joynt to support each other against his Claime, and the expence of the Law suit is to be paid by an equal pound Rate by the present Survey, and each person is to pay for all the estate that he has whithin Mr. Morgan manor. Therefor we hope Lord Camden will have no maner of objection to Joynt us. I have been desir'd by my friend to trouble you to draw few word of agreement on half a seet of pap'r, that we may set your hand to, till we shall have a Bond to sign. Mr. Watkin Williams will take the trouble to go to all the freeholders of Cray, and will get them to set their names by this Agreement, and we will sent it from there where ever you will be pleas to direct us, pleas to draw the agreement and sent it to me by return of Bearer.

“I am, D'r Sir,

“Y'r ever oblig'd good friend,

“DAVID LLOYD.

“Blaenclydath,

“Febr'y ye 17, 1785.”

It is necessary here to give a sketch of the Morgan family history at this period, though it is far from easy to do so with the material at my command. In 1781, we have seen that “C. Morgan, Esq.” was the lessee of the Forest Agistment under the Crown; and in the case subsequently referred to, it there appears that in 1784-86 Mr. John Morgan had become the Crown lessee, while a Mr. Charles Morgan held the Brecon Lordship. My impression is that this latter Charles Morgan was the son of King Gould, who had married Jane, the sister of the first-named Charles Morgan, and also of John Morgan, and who became, on the death of her brothers without issue, the sole heiress and descendant of the Morgan family.

If this is correct, it is not difficult to account for the alleged innovations and harsher treatment of the tenants of the Brecon Lordship, and incidentally of the Tenants of the Great Forest. For this Mr. Charles Morgan, a Gould on his father's side, would be probably more English than Welsh in his feelings, and unfamiliar with Welsh ways and customs; and further, when inheriting these large estates, he would, perhaps naturally, seek to make the best use of his new possessions. To this change, so to speak, of dynasty I attribute the trouble and differences we are now describing.

The crisis actually came over the taking in of Foreign Cattle on the Great Forest by the agents of the Agister. It appears that it had been the practice of the Agister and his agents to take in strange or Foreign Cattle from Carmarthenshire and Glamorganshire, to graze on the Forest land at a special payment per head, and, of course, with special profit to himself. The practice was much objected to by the Tenants of the Forest, as it deprived them of pasturage, and caused them loss in consequence; and the following anonymous paper refers to the matter at some length:—

“The Plea of the Forest custom chargeable on the Tenants being deficient to make up the fixed Rent annually paid to the Crown is without foundation, as upon a fair calculation it will be found that the custom paid upon Cattle put in by the respective Tenants will amount to near double the money; equally frivolous is that other, of there being grass upon the Forest more than sufficient for the Tenants. There is a kind of long course grass on the summit of these Mountains which Cattle from the low Countreys of Monmouthshire and Glamorganshire will not eat if they can have any other; this Circumstance, together with that of bad weather, which is often ye case, causes the cattle to herd

together towards the borders of the Lands adjoining, so that the Tenants, amongst other inconveniences, are depriv'd of all the fine grass that is near and convenient to them.

"Our worthy Representative may as well throw off all his modesty at once, and attempt plump to cutt us off from any the least right to the Forest, as to endeavor to make our claim in it to amount to no more than above insignificant right of turning in our Cattle among such a numerous herd of foreign ones, as the avarice of his wicked Agents shall prompt them to take in.

"If the Forest was absolutely sold away, the only method adopted to make the most advantage of it would be, to take in strange Cattle from different parts upon it, as the height and steepness of its situation, the severe coldness to which it is exposed, and other circumstances, would not admit of any other plan of improving its value ; therefore to find a Verdict against the Defendant would in effect be making an Act of Parliament in Brecon to sell away the Crown Lands."

And in 1784 the Tenants of the Forest resolved to impound any strange Cattle that were turned out, no matter by what authority, on the Forest lands, and this was done in nine different cases, and in each of which the persons whose cattle had been impounded brought an action, as plaintiffs, against the Forest tenants so impounding their stock, as defendants, some in Replevin, and some in Trespass. Behind the plaintiffs was, of course, the Agister, and behind him the Crown itself, a formidable body to confront the small Welsh freeholders of Defynnock and Llywel parishes in an important lawsuit !

We have a copy of the briefs to Counsel, both of the Plaintiff and Defendant. There were nine writs issued, but only one came to trial, that of David Thomas, Pltf., and Lewis Richards, Deft., at the Brecon Great Sessions, April, 1786. In Replevin.

On the plaintiff's brief came in order, the Declaration, Avowry, and Pleas in Bar. Then follows the statement of Plaintiffs' Case.

#### PLAINTIFF'S CASE.

This is one of Nine Actions, some in Replevin, and some in Trespass, which have been commenced against these Defendants and others for taking up Cattle depasturing upon the Great Forest of Brecon, which has been much talked of, and is a matter of great consequence to Mr. John Morgan, the Lessee of the Crown, as well as the Landholders of the Hundred of Devynnock, and, indeed, to those of many of the other parts of Lordship of Brecon, which Lordship is Mr. Charles Morgan's.

From what motive these Defendants, with their numerous friends and advisers, have taken these steps at this time of the day after an acquiescence for time immemorial, is not certainly known, and remains only to be guessed at, but it is hoped that they are not induced to these measures from any hopes they can conceive of the Right to sole and separate pasture in this extensive Forest, which, according to our Computation, is 25 miles long by Seven Miles wide, and contains at least 112,000 acres. [Probably includes the whole Lordship of Brecon.—Ed.]

The first Traces we have of this Forest is from the following Grant, made the 19th of February, in the 1st of King Richard 3rd, and which appears from a Copy only in our Custody, to have been exemplified in the Reign of Henry 8th. Where the original exemplification is we know not. Every diligent search has been made in the offices above, but without effect.

"Henricus Octavus, Dei Gracia Francie et Angliæ Rex, Fidei Defensor Dominus, Hibernie et Suprus caput Augl. Eccles: Omnibus, ad quos present Littere pervent, Salutem. Inspeximus quad indent inter Dominum Ricardum nup: Reg: Anglie, progenitor Nostr. ex unâ parte, et omnes Tenent Resid: et Inhabitant Magno Foresto in Dominio de Brecknock in Wallia ex altera parte. Ex secret signet ut dict. sigillat ac Signat Manuale Signat fact in hec Verba R.R."

This Indenture, made between "the Most Excellent and Christian Prince Richard, by the Grace of God King of England and of France and Lord of Ireland of the One Partie,

and all the Tenants, Resiants, and Inhabitants of the Great Forest within his Lordship of Brecknock in Wales on the other partie, witnesseth that Whereas our said Sovereign Lord at the humble Supplication of the said Tenants, Resiants and Inhabitants there, and for the favour, ease and Weale of all Liege People, of his Special Grace and by his Gracious Letters Patent, Hath Granted free Liberty and free passage to all his said subjects to pass and repass through and by his said Great Forest, and in every part, as well on Horseback and on foot, with all manner of Merchandizes as by the said Letters Patent more plainly appeareth; and whereas also the said Tenants, Resiants and Inhabitants within the said Forest by the said Supplication there desired of his said Highness of have Water and Pasture for the feeding of their Beasts and Cattles in Hills, Mountains, and Vallies of the said Great Forest, without at any time paying therefore to his said Highness, our said Sovereign Lord of his most abundant Grace and Mercy, pondering the poverty of his said Suppliants and the great Charges resting upon them yerely unto His Highness, Have granted by these presents unto his said Leige Men and Suppliants free liberty to have water and pasture in the said Mountains, Hills, and Vallies of the said Forest for the nourishing of their Beasts and Cattles, paying unto his said Highness for every poll of the said Beasts and Cattles 1*d.* after the Rate and computation of Kyfryve, known by usage and custom of the Forest, and also to all the Inhabitants of the said Lordship of Brecknock only, having any Beast or Cattle hanting the said Forest for Water and Pasture, a penny for every poll after the rate and form above said. Also our said Sovereign Lord by the Presents Commandeth all his Officers, being these as for the time to whom that longeth, to set and put his said Forest to ffarm upon May day to him or them that granteth most. Therefore ordinate warning to be proclaimed before, at the High Cross in the said Town of Brecknock, on the Market day immediately before May day, taking Sureties of his farmer thereof in his Exchequer of Brecknock aforesaid, as the custom thereof requireth. And in more strength and witness of the Grants above said made by our Sovereign Lord to the said Tenants, Resiants and Inhabitants there, our said Sovereign Lord hath commanded his secret signet to these Indentures to be put confirming the same by his Gracious sign Manuel. Given at his Palace at Westminster the Nineteenth day of February, in the first year of his Reign..”

Et hec omnibus quod interest notificem present. In cujus rei testimoniu: has Littor: prevent fieri fecimus patenter Teste me ipso apud Westminster xvii Maii, Anno regni Nostri, xxx.

N.B.—The word “Kyfryve,” mentioned in this Grant is an ancient British word signifying in English “Reckoning or Computation,” and it is said that the Tenants before this Grant paid 3*d.* a Kyfryve.

It appears from this Grant that the fee of the Forest still remains in the Crown, but it is not known that there have been any Courts of Swainmote, etc., ever held, or any other Forest privileges exercised.

The prescription set up by the Avowry, it is to be observed, is materially different from the Grant, for Water and Pasturage are not given to Owners of Antient Tenements, etc., but to Tenants, Resiants, and Inhabitants, on paying One penny ye poll, which compared to the present value of Money was a large compensation. Indeed, as to the customary payments, the Avowant may be right, and we believe have been as he states from time immemorial. But the only question in this Cause seem to be as to the sole and several pasture, which is a Right for the first time now set up, and which we trust cannot be supported.

George (the late King), then Prince of Wales, by Indentures of Lease dated 4th June, 1724, did give, grant, and demise unto William Morgan of Tredegar, Esqre., his Ex'ors, etc., the Agistament, Herbage, and Pannage of the Great Forest of Brecon, in the County of Brecon, *parcel* of the Lordship of Brecon, and all and singular the profits, commodities, advantages, enoluments, and Hereditaments whatsoever to the aforesaid Agistament, Herbage, and pannage belonging, and with the Forest Aforesaid heretofore demised. Except all wild Beasts, deer, and Herbage and pannage for them [There are no deer, nor is there any man living who remembers any, but even this Exception is in some degree an

Argument against sole pasturage] and all Trees, Quarries, etc., which said premises had been theretofore demised to Thomas Morgan, Esq., by Letters of their late Majesty King William and Queen Mary, bearing date the 14th of May, in the 5th year of their Reign, and to commence from the End, or other soon determination of a Term of 31 Years theretofore demised to Richard Jones, Gent., by Letters patent of his late Majesty King Charles the 2nd, bearing date the 25th of September in the 22nd year of his Reign, at and under the yearly rent of £20 6s. 8d., as by the said Letters patent, relation being thereunto had, might appear, to hold unto said William Morgan, his Ex'ors, etc., for 31 years, at the yearly rent of £20 6s. 8d., payable as therein mentioned.

Said William Morgan covenants with the Prince, among other things, to suffer and permit all other Tenants, Residents, and Inhabitants of the Lordship of Brecon aforesaid, and all other persons who heretofore had or ought to have passage, Herbage, and Agistment in the Forest aforesaid or in any part thereof, to have and enjoy the same as they were heretofore accustomed to have and enjoy the same.

The present King, by Letters patent of 5th February, 1770, did demise, grant, and to farm let to Thomas Morgan, Esq., lately deceased, for 31 years, the said Great Forest, in the same manner and at the same Rent as in the former Lease, in which there is contained a Covenant in the same words from Mr. Morgan to permit the Tenants, Residents, and Inhabitants to have passage, Herbage, and Agistment.

It is apparent from the Recital in the Prince of Wales's Lease, that Leases have been from time to time granted of the Forest since the Reign of Charles the Second, and it is probable Leases might have been granted before that time.

From these Leases it is contended that King Richard, by his Grant, never intended to part with the whole interest in the Herbage, etc., to the Tenants, Residents, and Inhabitants, reserving nothing to himself but the soil, Trees, etc., but that they, as in Cases of other Commons, should have water and pasturage only for all their Cattle, and if there was any surplus, the Crown and its Lessee were to make the most of it. On the contrary, if the Tenants, etc., are entitled to the sole Herbage, the Crown has nothing left but the soil, Trees, etc., and the several Leases of the Herbage, pannage, and agistment must have been nugatory, as the Crown could in that case have Leased only the profits arising from the 1d. per poll.

It is not immaterial to this point to observe, that if all the persons entitled to pasturage were even at this day to turn up the Cattle, Horses, and Sheep they possess (which must be far more numerous than they were at the time of the Grant), they could not, according to the Kyfryve, or Reckonning, stated in the Avowry, amount to £10 per annum; so that if they had, as they contend, the sole pasturage, the Lessee would, instead of gaining, be a great loser by his Lease. This circumstance, as well as that from time immemorial the Agents for the Lessee of the Crown have taken in the Cattle of strangers to gist, will, I am instructed to say, be clearly proved. It seems to be now clearly established, notwithstanding Sir Francis North's Argument in 1st Vent. 383, that a prescription for sole and several pasturage on the Lord's waste may be supported; but on the other hand, if there is any weight in Hall's Doctrine in the case of Hoskins and Robins, 1st Vent. 165, wherein he says: "It would not be sufficient to prove an Usage for the sole pasture to shew that the Tenants had only fed it, unless it were proved also that the Lord had been opposed in putting in his Cattle, and the Cattle impounded from time to time." Aided by even slender proof that from time beyond memory it had been usual to take in the Cattle of strangers we shall, it is hoped, have little difficulty in getting over the prescriptive claim which is at this time only set up, and which, it is believed, was never seriously thought of before.

The Lordship of Brecon not only extends to the several Parishes mentioned in the Avowry, but to divers other Parishes, and it is strange that the avowant confines the whole pasturage to those parishes only in which the Great Forest is situate, and which are mentioned in the Avowry. It most certainly is an oversight, for it is agreed on all hands, and it is not in the least doubted, but even from the avowant's own Witnesses it would come out that the Tenants of the Lordship of Brecon at large are entitled to pasture in

the whole Forest, so that the claim of sole pasturage only, as belonging to the parishes mentioned in the Avowry, must fail.

THERE have been, for several years past, some murmurings amongst the Freeholders as to the Right of taking in foreign Cattle, and the Freeholders within the Forest have, at their Convivial meetings, when in high spirits, often threatened to sweep the whole Forest, as they termed it; but when the fumes of the Welch Ale evaporated, their spirits consequently lowered. So long ago as the year 1735, there was a dispute of the same nature with the present, and the Freeholders, with several Gentlemen of fortune in the neighbourhood, entered into a large subscription to support their Rights, as they called them, but it is presumed that upon investigating the matter, they found they could not be supported. This is only supposition, as nothing was done, and foreign Cattle were afterwards continued to be taken in, till about seven years ago, when these murmurings broke out afresh. The reason is guessed at only, for be the Event what it may, the Freeholders must be like Dogs in Mangers, for there always has been more than sufficient Grass for all Cattle, foreign or otherwise, that have been turned up within the memory of Man.

It is presumed that the production of the Crown Leases of Antient date will prove the Fee to be in the Crown, though we cannot produce the Original Grant, for which we have made the most diligent search in the several Offices above. We also trust these Leases will of themselves show that the Avowants have not had the sole and several pasturage of the Forest.

It is also presumed that it will be incumbent on the Avowant in the first place, to prove his Right as laid in the Avowries or in one of them, and it is contended that no Tenant, Resiant, or Inhabitant within the parishes mentioned in the Avowries can be admitted to prove the prescriptions, then (!) we insist that they may be examined in support of our Pleas in Bar.

If it should be thought necessary, we can produce several Receipts for the Crown Rent, so far back as the Reign of Queen Anne, and we have also an Agreement made in 1726 between Richard Hughes, Esq., on the part of Sir William Morgan, whereby to let to John Jenkins and Rice Thomas all the Great Forest within the Lordship of Brecon, with all its appurtenances thereto belonging, and in as large and ample manner as it had been formerly let to Gwalter Davies and others, with all the advantages as was usually enjoyed by them, To hold for 11 years at £24 per annum, with the usual Customs to be inserted in the Lease as formerly, to allow John Jenkins and Rice Thomas the Tax out of it as is allowed by the Auditor yearly. And it is agreed that Sir William Morgan shall grant a Lease of the Great Forest for the said Term, and that John Jenkins and Rice Thomas shall seal a counterpart of it. This will prove that the Forest has antiently been let out to an undertenant and what is called, the Forester, which term where it is used in stating the proof is meant the Undertenants of the Forest, or his subtenants.

#### PROOFS.

As to turning up out of divers Parishes as well from Glamorganshire and Carmarthenshire as divers other parts of Breconsaire.

And there follows on the Brief the Proofs of fifty-five witnesses in support of the plaintiff's case, that Cattle from Glamorganshire and Carmarthenshire had been constantly turned out on the Great Forest, and that the Agister had the right to authorise the stock of such strangers to be turned thereon, and to receive payment himself for them for the privilege.

The Counsel for the Plaintiff were Henry Allen,  
Mr. Poole.  
Mr. Caldecott.  
and Mr. Phillips (with you).

Henry Williams—Crickhowell,  
Plaintiff's Solicitor.

Then in the Brief for Defendant in Replevyn (*sic*) come in order, Declaration, Avowry Plea in Bar, and Replication. The following is the Defendant's Case :—

#### DEFENDANT'S CASE.

The Great Forest is a large tract of Mountainous Land many miles in Extent, and the Inhabitants of the Parishes of Devynnock, Llywell, Ystradgunlais, Ystradveltey, and Penderin (except some particular parts of each Parish, which perhaps cannot be precisely ascertained) have always laid claim to the whole Herbage of it, upon making the payments which are stated in the Pleadings, to the persons appointed by the Lessee of the Crown to collect the same, who is in Common called the Forester. From the Great Extent of the Hill, it generally affords upon the summits or highest places thereof a great quantity of Course Grass, and more of that sort of pasturage than may be consumed by the Tenant's Cattle, and therefore at different times the foresters have taken in considerable numbers of Cattle from Carmarthenshire and Glamorganshire, but they were frequently impounded by the Tenants of the forest, and the foresters have often made satisfaction for getting such Cattles released. At other times upon being only threatened by some of the Tenants, the Forester would immediately send home the strange Cattle he had taken in. It can't be denied that persons from some neighbouring Parishes in Breconshire, besides those names in the Pleadings, have been suffered to turn upon the forest, and there are few instances (if any) of their being disturbed, but it was always considered by the Tenants to be a matter of indulgence, and the forester received from those double what was paid by the Tenants. It has been a practice for a forester to give the Tenants free of their payments for leave to take in strange Cattle upon the forest, and at other Times to give the use of Oxen to some of the Tenants near the Hill to plough their grounds, for the indulgence of taking in strange Cattle.

Then follow the proofs of the witnesses, only fifteen in number, among whom was Mr. George Morgan, whose letter we have given previously.

Counsel for the Defendant were Mr. Nichol, Mr. Lewis, and Mr. Wills.

J. Powell, Brecknock, Defendant's solicitor.

The Cause came on for trial at the April Great Sessions, 1786, at Brecon, and the verdict was in favour of the plaintiff, for 1s. damages and 4s. costs.

The following "Record" of the Verdict will be found in the Plea Rolls, Brecon, No. 363 (Record Office).

#### PLEA ROLLS. BRECON. NO. 363. APRIL SESSIONS, 1786.

Breconshire. Pleas held at Brecon in and for the said County on Saturday the eighth day of April in the twenty-sixth year of the reign of our Sovereign Lord George the Third, etc. A.D. 1786 before John Williams and Abel Moysey, esquires, Justices, etc.

DAVID WATKINS, esquire, Sheriff.

Breconshire (to wit) Lewis Richards, late of the parish of Ystradveltey in the said county, yeoman, was summoned to answer Daniel Thomas of a Plea of taking and unjustly detaining the cattle of the said Daniel against sureties, etc. until etc. to the damage of the said Daniel of thirty-nine shillings and eleven pence and the pledges to prosecute are John Doe and Richard Roe. And thereupon the said Daniel by Henry Williams his Attorney complains that the said Lewis on the fifth day of July in the year of our Lord one thousand seven hundred and eighty four at the parish of Ystradvelty in the said County in a certain place there called The Great Forest the Cattle of him the said Daniel, to wit, Three Oxen three steers going three years old one steer going four years old, four heifers four year old, two heifers going three years old and one heifer in calf did take and them did unjustly detain against surties and pledges until the said Daniel was obliged to replevy the same to the damage of the said Daniel of thirty-nine shillings and eleven pence and thereupon he bringeth suit and so forth.

At which day here that is to say at Brecon in the said County came as well the said Daniel as the said Lewis by their said Attornies etc. and the sheriff now returns here the said Writ of *Venire facias* to him in form aforesaid directed together with a pannel of the jurors names to the same writ annexed in all things rightly served and executed of which jurors none came etc. Therefore the Sheriff may have the bodies of the same jurors before the said justices here at Brecon in the said county on Thursday next coming to make a jury of the Country between the said parties of the Plea aforesaid ; the same day is given to the said parties here etc. at which day here (that is to say) at Brecon in the said county before the said Justices etc. came the said Daniel and the said Lewis by their said Attornies and the jurors of that jury by the Sheriff of the said county impanelled, to wit, Jeffreys Wilkins, esquire, John Lloyd, esquire, Lewis Williams, esquire, Thomas Williams, esquire, Thomas Wilkins, esquire, Morgan Jenkins, Walter Watkins, esquire, William Christopher, gentleman, Thomas Parker, gentleman, William Richard, gentleman, Joseph Tanner, gentleman, and Thomas Howells, gentleman, who being chosen charged and sworn upon their oath say that the said Lewis did take the cattle of him the said Daniel in manner and form as the said Daniel hath above thereof complained against him and they assess the damages of the said Daniel on occasion thereof over and above his costs and charges by him about his suit in this behalf expended to one shilling and for those costs and charges to four shillings. Therefore it is considered that the said Daniel do recover against the said Lewis his damages and costs aforesaid by the jury in manner aforesaid assessed. And also [blank] for his costs and charges awarded by the Court here to the said Daniel by way of increase which said damages costs and charges amount in the whole etc [blank] and the said Lewis in mercy etc.

Evidently from the internal evidence of the Briefs, the preponderating number of witnesses called on the part of the plaintiff—really the Crown and their Agister—and the number and weight of counsel engaged, the Defendant and his friends were outmatched, I think, and so lost their case. There can scarcely be a doubt that the Crown's solicitors in London, and the English Attorney-General and Solicitor-General were advising them, as well as the Great Sessions Leading Counsel. But it seems to me, having regard to the Grant of Richard III, and the long usage spoken to by the Parliamentary Commissioners in 1651, of the Forest by the inhabitants of certain Breconshire parishes, and no one else, this right for strangers could not justly be upheld. Strange cattle from outside counties could not be construed as "*feri et cervi*," for whom herbage was still to be found in the Forest by the Tenants. However, a case of this kind called for the utmost care in preparation on the part of the Tenants, and the briefing of the best Counsel ; and probably the expenses were cut down in this respect, as in that of the witnesses, on the ground of want of funds. On the other hand, the case may have been won by the Crown fairly on the merits ; at any rate, the Crown did not fail in presenting their case properly for want of funds !

But it was at best a poor, sorry victory, and the interests of Breconshire farmers were sacrificed to benefit those of outside Counties, and to put extra money in the pockets of the Crown and its Agister. Among the names of the Special Jury is that of John Lloyd ; but he was of Rhosferig or Aberannell, I think, and not of our Llanwrtyd branch. My grandfather probably was at sea then, though it is just possible that he was the Jurymen named.

## CAP. III.

## THE 1813 TRIAL.

## THE COMPROMISE AND SETTLEMENT.

The Hill Causes of 1786 had been as the letting loose of the Waters of Strife, and it will be seen that the Great Forest lands up to the Inclosure in 1819, and what was left of the Forest Tenants' lands after that had taken place, have never known a peaceful moment since, and disputed questions of vital importance are rife there to-day.

These Hill Causes were, we believe, supported by the Crown, or, if not, certainly excited their attention a good deal; and the suggestion occurred to their advisers that a much greater sum could be obtained by the sale or otherwise of the Crown's interest in the Forest than that then received. And a little before the expiration of the last lease in 1801, and during Sir Chas. Morgan's life (he died in 1806), Mr. Hassall, the Surveyor of Eastwood, co. Pembroke, was instructed by the Surveyor-General to make a Report on the Great Forest, and how it could be turned to the best profitable use in the interests of the Crown.

Mr. Hassall's Report as to the Customs of the Forest is interesting, having been made from information supplied to him by Mr. Philip Morgan, the Forest Collector. We give the following extract:—

“The Great Forest of Brecknock is within the Manor of Brecknock whereof Sir Chas. Morgan Bart. is Lord of the said Manor and the forrest is situate in the Several parishes of Llywel Devynnock, Ystradvellte and Ystradgnulais in the County of Brecknock, but does not include the whole of either of those parishes.

## OF THE DEPASTURATION OF THE GREAT FOREST.

“The kinds of Cattle depastured are Cows, Bulls, Heifers, Oxen, Steers, Yearling Beasts, Brood Mares, Horses and Mares for labour, Colts and Sheep. It is a matter of considerable difficulty to ascertain the average number of the different sorts of stocks maintained Yearly upon the Great Forest owing to the number of Interlopers, as well as the Stock of those persons who have a Right of Depasturation, which are every season turned out to Graze upon the Forest, and not accounted for to the Lessee of the Herbage or his representative.

“By ancient and invariable Custom, the sums paid yearly for the depasturation of Cattle and other Stock upon the Great Forest, being the Stock of Occupiers of Lands within the Forest, are as follows:—

For every Cow, one penny.	For every Heifer, one half penny.
Bull, one half penny.	Yearling Beast, one farthing.
Ox, one penny.	For every Horse Mare or Gelding broke
Steer, one half penny.	to labour, one penny.

“It is doubted whether Brood Mares or Colts which have not been broke to labour are Subject to any payment. One Half-penny for each Mare and the like sum for each Colt has been received in Several Instances. On the contrary many persons have refused to pay nor does it appear that any coercive measures have been adopted to compel them.

“It is an established Custom that if a Mare has once been broke to labour and is afterwards turned off to breed, the payment of one penny yearly is due for her pasturing so long as she continues to be kept upon the Forest.



TRINGARTH VALLEY, IN THE GREAT FOREST OF BRECKNOCK.



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SHEEPWASHING FOLD, TRINGARTH VALLEY, IN THE GREAT FOREST.



" Sheep—For every hundred of five score Eight pence Yearly. For any number less than a hundred, two pence per score or one penny for a Dozen.

" Persons residing within the Boundary of the Forest and not being occupiers of Lands nor assessed to the parish Rates, such as Handicraft and hired Servants etc. have by Custom a right to depasture Cattle and other Stock upon the Forest paying yearly as follows :—

" For every Cow, Horse, or other beast, four pence.

" For every hundred of Sheep, sixteen pence.

" For any number less than a hundred, two pence per Dozen.

" All Occupiers of Lands lying out of the Boundary of the Great Forest and within the several parishes of Llywel, Devynnock, Cantref, Ystradvellte, and Ystradgunlais, within the Manor of Brecknock, have by Custom a right of Depasturation for Cattle and other Stock upon the Great Forest, paying double Rates for the same which double Rates are :—

" For every Cow or other Beast, two pence.

" For every hundred of sheep, sixteen pence, or two pence per Dozen for any less number.

" All occupiers of Lands lying within the Lordship of Brecknock, including part of the several parishes of Llanspyddid, Trallwm, Llandilo Vau, Llanfihangel Nantbran, Merthyr Cynnog, Llandeuaelog, Llanfihangel Vechan, Garthbreny, Saint Davids, Llanthetty, and Llangasty-tal-y-llyn, have by Custom a right to depasture Cattle and other Stock upon the Great Forest, paying yearly for every Cow, Horse or other Beast four pence and for every hundred of Sheep Sixteen pence; but the inhabitants of those Districts having extensive Commons near their Lands, seldom send sheep to the Great Forest.

" The Occupiers of the Little Forest, in the parish of Devynnock, have no right to depasture their Cattle or other Stock on the Great Forest, but the Lessee of the Great Forest do permit the Cattle and other Stock of the Tenants of the Little Forest to depasture their Cattle and other stock on the great Forest, paying fourpence yearly for every Cow, Horse, or other beast, and sixteen pence yearly for every hundred Sheep.

" The Lessee of the Great Forest has no power of excluding the Cattle or other Stock of the persons holding Lands or residing within the Boundary thereof, nor of the Occupiers of Lands Within the Lordship of Brecknock, such persons, Occupiers and residents, having by ancient and invariable Custom a Right of depasturation upon the Great Forest, paying the usual Rates for the same.

" It is held to be the Custom of the Great Forest that Whenever the Residents and other persons having Right of Depasturation there, do not send out Cattle and other Stock in sufficient numbers to eat the Herbage, the Lessee thereof may, in that case only, take in Foreign Cattle and other Stock to eat up the Superabundance of grass, and this Right of the Lessee has been exercised to a considerable extent within the last twenty years. The usual payment for such foreign Cattle has been four pence yearly for every Horse, Ox, or other beast; but this payment may be varied at the Will of the Lessee, and has in some instances been raised to a higher Rate of payment. No person whatever has a Right of depasturation in and upon the Great Forest of Brecknock, without paying the Rates hereinbefore stated, and the Right of Depasturation is confined to the persons, parishes, and places aforesaid.

" By ancient Custom, all Occupiers of Lands having a Right of depasturation upon the Great forest, may turn out any number of Cattle or other stock over and above such as are Levant and Couchant upon their respective holdings, at any Time Whatsoever paying the usual Rates for the same.

" All Horses carrying Lime from the Kilns upon the Great forest and not depastured thereon and paid for by the year, are liable to the payment of one penny each, for every summer or Liming season.

"It is held to be the Custom of the Forest that all persons living thereon or within the Lordship of Brecknock have a right to dig and burn Lime or to dig Tile Stones and other Stones upon the Forest without payment, also to Cut Turf for burning, which Right has been exercised from time Immemorial, and it does not appear that any acknowledgment or payment was ever made to the Lessee of the Forest in respect thereof."

AND WE FIND the following paragraph in the Surveyor-General's Report, IV, page 194, A.D. 1809:—

"The Great Forest of Brecon, of which the Crown is the owner, being a district considerable in extent, but mostly mountainous and barren, and incumbered with rights of depasturage of cattle by the occupiers of adjacent lands, under small fixed rates of payment, and much encroached on; and being a property not likely to be rendered productive to the Crown under its actual circumstances, though perhaps a desirable object of possession to the great landowners of the county, I advised to be sold, and the produce to be invested in £3 per cent. Stock in like manner with the sale of other property appertaining to the Crown."

AND IN THE YEAR preceding (1808) an Act of Parliament had been passed, 34 G. III, c. 75, enabling the Crown, for the purposes of improving the Land Revenue of England (among other powers), to sell the Crown's interest in the Great Forest of Brecknock:—

"And whereas (Section 27) His Majesty, in right of His Crown, is owner of the soil of the Great Forest of Brecknock in the County of Brecknock, and of the mines, minerals, and other substances within and under the same, and is also entitled to the Herbage thereof, subject to the depasture of Cattle of Occupiers of certain land within and adjacent to the said Forest at annual fixed and customary payments. And whereas, by reason of such depasture of Cattle and the nature and extent of the said Forest, and of the Soil, the Rights and Interests of His Majesty cannot be made productive in their present state, and it is therefore expedient that power shall be given to dispose of the same, be it therefore enacted that it shall be lawful for the said Surveyor-General for the time being to contract and agree with any person or persons, or any bodies Politick or Corporate, for the sale of the soil, mines, or other minerals, or other substances or Herbage, or any other Rights or Interests of His Majesty, His Heirs and successors in the said Forest or any part thereof, or in any manner appertaining thereto or existing within the same, within the ordering and survey aforesaid, as and for the best prices or consideration in money which the said Surveyor-General shall be able to procure for the same, and which shall be approved of by the Lord High Treasurer or Commissioners of the Treasury for the time being."

ON THIS ACT of Parliament being passed, it soon became known in the County that the Crown intended to sell the Forest in several lots, inclusive of the soil and minerals, and the herbage and other interests of his Majesty. The intention thus to dispose of the Crown's interest is expressed in the report of the Commissioners of Woods and Forest, (who had now taken the place formerly held by the Surveyor-General) in their first report, page 22, in 1812:—

"There are two very extensive tracts of land, which, like Delamere, appear to have been formerly Royal Forests, and of which the soil belongs to the Crown; viz., the Forest of Brecknock, in the County of Brecknock, and that of Exmoor, in the Counties of Devon and Somerset. The Forest of Brecknock consists of 40,000 acres, but of this, as appears from a report made by a person who has been employed to survey it, there are about 2,000 acres fit for the growth of the oak. Under the Act of 48 Geo. III, we have a power to sell the whole of the King's interest in this Estate, with the approbation of the Lords of the Treasury; and though it would be very desirable to retain those 2,000 acres in the hands of the Crown, yet the rights and claims over the whole are of so complicated and extensive a nature, that an attempt to divide and enclose it in the manner of Bere Forest, and others we have mentioned, appropriating a due proportion to His Majesty, might be attended with insurmountable difficulty. We, therefore, think that the best plan will be to sell the entire interest of the Crown in Brecknock Forest by Auction or otherwise, when

we trust we may be authorised by the Legislature to apply the produce of such Sales to the purchase of other Woodlands, better situated and less objectionable in other respects."

THE TENANTS OF THE FOREST consequently became much alarmed, foreseeing in this step a great disturbance of their grazing rights, and also a lessening of their extent ; and they made it known that they claimed the exclusive pasturage over the Forest lands, and for any number of cattle and sheep they chose to turn out upon them.

MR. WATKIN LLOYD, of Nanty Quared, and Mr. David Jones, of Tynawr in Glyn, were apparently the most active of the Forest tenants in defence of their common rights ; and, without more ado, the King, on the information of the Attorney-General, proceeded on the 5th May, 1813, in Easter term of 53 Geo. III, in the Court of Exchequer, against Watkin Lloyd, of Llywel, in the Co. of Brecon, gentleman, and against David of Glyn, yeoman, for "Intrusion, Trespass, and contriving the Disinherison of the Lord the King."

ON THE 15TH JUNE following a meeting of the landowners within the Lordship of Brecon was held at Defynnock, in order to consider the propriety of defending the above suit. The following is a Report of the proceedings :—

"At a Meeting of several of the Landowners within the Manor of Brecknock, held at the Village of Devynnock, in the County of Brecon, on Tuesday, the 15th day of June, 1813, for the Purpose of taking into Consideration the Propriety of Defending the Action or Actions brought or to be brought by the Crown or any Person or Persons claiming under the Crown against the Tenants of the said Manor : and of adopting such Measures as may be thought most expedient for securing their Rights and Privileges, the following Resolutions were entered into :—

"Penry Williams, Esquire, in the Chair.

"First. That we the undersigned Owners of Lands having or Claiming to have a Right of Common in the Great Forest of Brecknock, do severally agree to bear, pay, and discharge the Costs, Charges, and Expences of all and every Suit and Suits, Action and Actions, which hath or have already been brought or which at any Time or Times hereafter, within the Space of Five Years from the Date hereof, shall or may be brought by the Crown or any Person or Persons claiming under the Crown against any or either of us, or against any or either of our Tenants holding Lands, having a Right of Common or claiming to have a Right of Common in the Great Forest of Brecknock in equal rateable Proportions, such Proportions to be ascertained by the Land Tax Survey of our respective Freehold Farms within the Manor of Brecknock. And we further severally agree to execute an Article to the above Effect.

"Second. That the Conduct of such Action or Actions be entrusted to Messrs. Edward Jones and Son, Solicitors, Llandovery, and Messrs. Powell and Jones, Solicitors, Brecon ; and that they be authorized from Time to Time to take such Measures as may be thought expedient for defending and supporting the Rights of the Tenants of the said Great Forest of Brecknock ; and that they be requested to inform the different Landowners interested of the Transactions of this Meeting, and request their Support and Signatures to the Article, to be drawn up pursuant to these Resolutions.

"Third. That the following Gentlemen be requested to act as a Committee, vizt. :—The Right Hon'ble Marquis Camden ; Sir Charles Morgan, Baronet ; Penry Williams, Esq. ; Revd. Archdeacon Williams, Revd. Archdeacon Davies, Edward Morgan, Esq. ; Hugh Bold, Esq. ; Revd. Thomas Watkins, Revd. Fleming Gough, Revd. Charles Griffith, David Lloyd, Esq. ; William Gwynne, Esq. : Hugh Price, Esq. ; William Williams, Esqr., of Brecon ; John Powell, Esqr., Maespoth ; William Morgan, Esq., Bolgoed ; Thomas Wilkins, Esqr. ; Walter Price, Esq. ; William Vaughan, Esq. ; George Griffies Williams, Esq. ; Walter Williams, Esq. ; Mr. Phillip Morgan, Mr. John Downes, Mr. Daniel Rees, Mr. David Morgan, Mr. David Walter Powell, Mr. Lewis Powell, Mr. Thomas Thomas, Mr. Thomas Robert Nicholas, Mr. Griffith Williams, Mr. Howell Powell, Mr. Thomas Powell, Mr. Thomas Watkins, Castlemadock ; Mr. Jenkin Walter, Mr. Morgan Morgan, Mr. Walter Jones, Mr. David Powell, of Tyle ; Mr. Llewellyn. Powell, Mr. Watkin Morgan,

Mr. Rees Jeffreys, Mr. John Church, and Mr. David Price, and any other Gentleman interested who will give his Attendance, and that any Three be competent to act.

“ Penry Williams, Esq., having left the Chair—

“ That the Thanks of the Meeting be given to him for his very able Conduct as Chairman.

William Williams.	W. Powell.
David Lloyd.	John Powell.
Watkyn Lloyd.	J. D. Watkins, for Father.
John Downes.	Thomas Thomas.
D. H. Powell.	Dd. Lewis.
Jenkin Morgan.	Llewelyn Powell, Glynllech.
Griffith Rees.	Lewelin Powell, Cwmpadest.
Thos. Powell.	John Thomas.
R. Nicholas.	Thomas Powell.
Lewis Powell.	Owen Watkins.
Davd. Morgan.	Lewis Havard.
Morgan Morgan.	The x Mark of
David Price.	John Williams, Senny.
David Matthew.	William Walter.
Walter Jones.	David Havard.
Jenkin Powell.	John Jones.
Griffith Williams.	Charles Jenkins.
Jenkin Walters.	Howel Havard.
David Powell.	David Morgan.
Edwd. Jones.	John Walters, Hepste Fawr.

The Mark of  
Thomas x Williams, Gwen-y-llan.  
Thos. Powell Keven y Gweision.

We also Landowners, as within mentioned, approve of and agree to the foregoing Resolutions.

John Williams, Arch-Deacon of Cardigan.	Thomas Powell, Glyntawe.
A. M. Hughes.	John Howell Do.
Eliza A. Gwynne.	Watkin Morgom Do.
Thos. Powell.	The Mark x of
Danl. Lloyd.	David Watson Do.
William Jones, Ban Neath.	The Mark x of
John Walter, Bronwyth.	Watkin Bowens, Trecastle.
The Mark x of	Thomas Davis, Ynisymarchog.
Elizabeth Powell, Cefn y Chelldre.	Watkin Watkins, Brinmaen.
Morgan Jones, Dyffryn Neath.	Gwen Powell, Bryntyfarch.
David Jones of Llyssiog, Gladmorgan.	Jennet Powell Do.
Howell Moses, Brynbwch.	Enock Price, Fynonworgan.
Jenkin Jones, Kilfawr.	Owen Morgan.
William Walter, Carnycrochan.	James Evans, Cl'r.
John Walters, Gwernybleith.	Thos. Thomas, Baileygreen (?).
John Howell for (?).	William Williams, {
Gwain Howell, Glyntawe.	R. Williams, { Aberpergwm.
Walter Price, Glynllech.	

"I agree to the above resolutions, but not to support the defence to any action for surcharging the Great Forest.

WM. GWYN.

D. Powell Neath (Typpart y brin).  
Ditto for William Powell (Pentrecrybarth).  
F. Gough.  
The Mark of  
John x Powell, little Penywington.

"[Endorsed] 15th June, 1813.

"Great Forest of Brecknock.

"Resolutions entered into at the Village of Devynnock to Support all Actions brought by the Crown against the Foresters."

PRIOR TO THE MEETING, the following letter had been received from the Marquess of Camden :—

"Arlington Street,  
"June 10th, 1813.

"DEAR SIR,—Having frequently conversed with you on the subject of the Great Forest of Brecknock, I am desirous of your attending on my behalf at the Meeting to be held at Devynnock, on Tuesday, the 15th inst.

"I am ready to join with those interested in the proposed Business in defending our Rights, and am ready and willing to subscribe thereto.

"If then the Business is in greater forwardness, and I learn from you the mode in which it is meant to be defended, I will authorise you to subscribe for me towards the expense of the suit, but if it is necessary to subscribe immediately I leave it to your discretion so to do.

"Walter Powell, Esq.,  
"Brecknock,  
"S. Wales."

"I am,  
"Yours very truly,  
(Sd.) "CAMDEN.

AND ON THE 1ST JULY a more formal document was prepared (a large Parchment Deed, with names and seals of persons agreeing, the first three names being "Camden," "Charles Morgan," and "Peury Williams," and the original of which imposing document is now before me) and duly signed, binding all the signatories to pay their share of the expenses necessary to the defence in these important suits.

#### "AGREEMENT, DATED 1st JULY, 1813.

"ARTICLES OF AGREEMENT had, made, concluded, and finally agreed upon the 1st day of July, in the 53rd year of the Reign of George the 3rd and in the year of our Lord 1813, BETWEEN the SEVERAL PERSONS whose Names and Seals are hereunto subscribed and put, and who are seized or possessed or entitled unto Ffarms or Lands within the Manor or Lordship of Brecknock, in the County of Brecknock, of the first part, WATKIN LLOYD, of Nantquarred, in the Parish of Llywell, in the County of Brecknock aforesaid, Gentleman, and David Jones, of Glyn, in the Parish of Devynnock, in the same County, Farmer, of the second part, and WALTER POWELL and JOHN JONES, of the town of Brecknock, in the County aforesaid, Attorneys-at-Law and Co-partners, and EDWARD JONES, the Elder, and EDWARD JONES, the Younger, of the Town of Llandovery, in the County of Carmarthen, Attornies-at-Law and Co-partners, of the third part.

"WHEREAS the Tenants, Resiants, and Inhabitants within the said Manor or Lordship of Brecknock have or claim a right to depasture their Cattle, Horses, and Sheep upon the open and unenclosed Tract of Land, Common, or Waste, called the Great Forest, otherwise the Great Forest of Brecknock, lying in the County of Brecknock aforesaid, of which Forest His Majesty the King of England claims to be seized in Ffee; AND WHEREAS His

present Majesty's Attorney-General, for and on Behalf of His Majesty, hath caused the said Watkin Lloyd and David Jones to be served with Writ of Subpoena at the suit of the said Attorney-General, and he is now proceeding against them for having intruded upon the said Tract of Land, Common, or Waste, and eating up and depasturing the Grass and Herbage growing thereon, with their Horses, Mares, Oxen, Cows, and other Cattle and Sheep; AND WHEREAS the said Watkin Lloyd and David Jones have appeared for the said suite; AND WHEREAS at a Meeting of Several of the Landowners within the said Manor or Lordship of Brecknock, held at the village of Devynnock, within the said County of Brecknock, on the fifteenth day of June last past, for the purpose of taking into Consideration the propriety of defending the said suits, or any other suit or suits, action or Actions, to be brought by the Crown or any person or persons claiming under the Crown against the Tenants of the said Manor or Lordship in respect to the said Great Forest; and for adopting such Measures as might be thought most expedient for securing their Rights and Privileges:

"It Was Resolved and determined to bear, pay, and discharge the Costs, Charges, and Expences of all and every suit and suits, Action and Actions, which had then already been brought, or which at any time or times thereafter, within the space of five years from that Day, should or might be brought by the Crown or any person or persons claiming under the Crown in manner thereafter mentioned and hereinafter Covenanted to be paid; and that the conduct of such suit or suits, Action or Actions, should be intrusted to the said Walter Powell and John Jones, and the said Edward Jones the Elder and Edward Jones the Younger, and that they should from time to time take such Measures as might be thought expedient for protecting such Rights.

"NOW THESE PRESENTS WITNESS that We the several persons whose Names and Seals are hereunto subscribed and put, considering that the Rights of ourselves and our Tenants holding the Lands within the said Manor or Lordship to depasture and turn our and their Horses, Cattle, and Sheep on the said Tract of open Land, Common, or Waste, are involved in the said suits so brought and commenced against the said Watkin Lloyd and David Jones as aforesaid, HAVE severally resolved and agreed to contribute and pay in manner hereinafter mentioned towards the Defence of the aforesaid Suit, and each of them and all and every other Suit and Suits, Action and Actions, to be commenced hereafter within five years from the said fifteenth day of June last passed or on behalf of his said Majesty or any person or persons claiming under him against the said Watkin Lloyd and David Jones or either of them, or against any occupier or occupiers of Land within the said Manor or Lordship of Brecknock in respect of such rights as aforesaid. AND further, WE have severally agreed that the aforesaid suits and all and every Suit and Suits, Action and Actions hereafter to be brought as aforesaid shall be defended by the said Walter Powell and John Jones, and the said Edward Jones the Elder and Edward Jones the Younger, jointly as our Attornies and Solicitors.

"AND THESE PRESENTS further WITNESS, and the several and respective persons whose names are hereunder written and seals hereto affixed, hereby for themselves severally, and for their several Heirs, Exors., etc., and not one for the other of them or for the Heirs, Exors., etc., of the other of them, do and each and every one of them BOTH covenant, promise, and agree to and with each other of them, and to and with the Heirs, Exors., etc., of each other by these presents in manner following (that is to say), That the several persons whose names are hereto set and seals affixed, or their several Heirs, Exors., etc., shall and will bear and pay all the Damages, Costs, Charges, and Expences which may be incurred or sustained in the Defence of both or either of the said Suits so brought against the said Watkin Lloyd and David Jones as aforesaid, and also ALL Damages, Costs, Charges, and Expences which may be incurred or sustained in all and every Suit or Suits, Action or Actions, which at any time within five years from the said fifteenth day of June last past, may be commenced or brought by or in the name of His said Majesty or any of his Successors, or by or in the Name of any person or persons claiming under His said Majesty or any of his Successors against any or either of the Occupiers of Lands within the said Manor or Lordship of Brecknock, and shall and will bear and pay Such Damages, Costs, Charges, and Expences in the proportions and according to the survey of the Land Tax of the

several Farms and Lands of which any or either of the said parties to these presents of the first part are seized as Owners within the said Manor or Lordship of Brecknock.

"And Also that it shall and may be lawful to and for the said Walter Powell and John Jones, and Edward Jones the Elder and Edward Jones the Younger, and to and for the Survivor and Survivors, as often as any Sum or Sums of Money shall be by them or him wanted for the purpose of defending or carrying on the Defence of the aforesaid Suit or Suits, Action or Actions, or any or either of them, to make out a List of the names of the persons whose Names are hereunder written, and to charge each of such persons with such proportion of such sum or sums of Money so wanted as aforesaid according to the Survey set opposite their Names, and which is to be taken as the Criterion to be followed, in apportioning such Sum and Sums of Money. AND the said persons whose Names are hereunder written (excepting the said Walter Powell and Edward Jones the Elder) hereby for themselves severally and for their several Heirs, Exors., etc., do covenant, promise, and agree to, and with the said Walter Powell and John Jones, and the said Edward Jones the Elder and Edward Jones the Younger, and the Survivors and Survivor of them, and the Exors., etc., of such Survivor, that they will from time to time, during the continuance of the said Suit or Suits, Action or Actions, upon Demand pay their respective proportions of such sums or sums of Money so to be required or wanted as aforesaid to the said Walter Powell and John Jones, and Edward Jones the elder and Edward Jones the Younger, or the Survivor or Survivors of them, or the Exors., etc., of such survivor or some or one of them, as often as they or he shall require or want such sum or sums of Money for the purposes aforesaid (the said Walter Powell and Edward Jones the Elder hereby agreeing to contribute and pay their respective proportions as owners of Lands within the said Manor or Lordship of Brecknock). AND it is hereby further agreed that in case any of the aforesaid persons whose Names are hereunder written shall become unable to pay their several Quotas of the aforesaid payment, or any of them, That then and in all and every such case or cases the Deficiency or Deficiencies thereby happening shall be borne, paid, and defrayed by the rest of the persons whose names are underwritten, according to and after the several proportions of Land Tax or Survey Rate set opposite their several and respective names.

"PROVIDED ALWAYS and it is hereby agreed that the said Walter Powell and John Jones, and Edward Jones the Elder and Edward Jones the Younger, and the Survivor and Survivors of them and the Executors and Administrators of such Survivor, shall upon Demand in writing being made by any five of the persons whose Names are hereunder written, Give and deliver to some or one of such persons within one Month an Account in writing of the Application of all and every sum and sums of money by them respectively received for the purposes aforesaid. And that they the said Walter Powell and John Jones, and Edward Jones the Elder and Edward Jones the Younger, or the Survivor or Survivors of them or the Exors. of such Survivor, shall not and will not make any call or calls for Monies upon the several persons undernamed for the purposes aforesaid, whilst they or either of them have in their hands a sum of Money exceeding the sum of Fifty pounds unexpended in some or one of the purposes aforesaid; and also that they the said Walter Powell and John Jones, and Edward Jones the Elder and Edward Jones the Younger, or the survivor or survivors of them, or the Exors., etc., of such survivor, shall and will upon the completion of the aforesaid Suits all and every of them, in case any surplus shall remain in their or his Hands of any Money arising as aforesaid, divide the same in proportion to the Land Tax Survey to and amongst the several persons whose names are hereunder written, their several Exors., etc., in such shares and proportions as they shall be respectively entitled thereto.

"PROVIDED lastly, and it is hereby further declared and agreed by us whose names are hereunto set and seals affixed, that no Tenant or Tenants of Lands within the said Manor or Lordship of Brecknock, who shall sign these presents, shall in the capacity of a Tenant be obliged to contribute for the Expences of the Suit or Suits, Action or Actions, above mentioned. IN WITNESS whereof the said Parties to these presents have hereunto set their Hands and Seals the day and year first within written."

Camden.	Llewellyn Powell.
Chas. Morgan.	Thomas Powell.
Penry Williams.	John Powell.
Ed. Morgan.	David Morgans.
David Lloyd.	Morgan Morgans.
Jno. Powell.	The Mark x of John Evans.
John Downes.	Watkin Morgan.
David Lloyd.	David Powells.
Watkin Lloyd.	Lewelin Powell.
Lewis Powell.	Owen Morgan.
D. W. Powell.	Dd. Lewis.
John Jones.	William Williams.
David Matthews.	Thomas Powell.
Jenkin Powell.	David Jones.
W. Powell.	Daniel Rees.
T. R. Nicholas.	Griffith Williams.
The Mark x of Margaret Jones.	The Mark x of Thomas Williams.
Walter Jones.	Thos. Powell.
Watkin Watkins.	David Powell.
Morgan Jones.	Walter Price.
Thomas Powell.	John Powell.
Rees Price.	John Williams.
Thomas Thomas.	James Evans.
Thos. Morgan.	Thos. H. Powell.
Howell Powell.	Will Vaughan for
The Mark x of Wm. Morgan.	?
Rees Llewellyn.	Hugh Bold.
The Mark x of John Williams.	Richard Price.
Howell Howell.	David Price.
Gwen Powell.	Enoch Price.
For Mother and Self.	Davd. Morgan.
The Mark x of Elizabeth Williams.	For Father and Self.
Jenkin Walters.	David Price.
John Walter.	Robt. Williams.
William Jones.	A. Maria Powell.
Lewis Havard.	Edwd. Jones.
Wm. Jeffreys.	Thomas Davis.
Abraham Jenkins.	J. Williams.

The Within Articles of Agreement were signed, sealed, and Delivered by the MARQUIS CAMDEN, whose Name and Seal are subscribed and put to the Same, in the presence of

JOHN IVESON,  
Pall Mall.

The Within Articles of Agreement were signed, sealed, and delivered by SIR CHARLES MORGAN, whose name and Seal are subscribed and put to the same, in the Presence of

G. BURLEY,  
Lincoln's Inn, New Square.

The Within Articles of Agreement were signed, sealed, and delivered by PENRY WILLIAMS, Esquire, whose name and Seal are subscribed and put to the same in the Presence of

JOHN POWELL,  
Brecknock.

The within Articles of Agreement were signed, sealed, and delivered by the several Persons whose names and seals are respectively subscribed and put to the same, except the

Marquis Camden, Sir Charles Morgan, Penry Williams, Esquire, Robert Williams, Esquire, John Powell, the Reverend John Williams, and the Reverend James Evans, being first duly stamped in the Presence of

HOWL. WILLIAMS.

LIST OF PERSONS WHO HAVE EXECUTED THE GREAT FOREST DEED, WITH PLACES OF THEIR RESPECTIVE RESIDENCES.

The Marquis Camden.	Mr. Morgan Jones, Dyffrin Neath.
Sir Chas. Morgan, Bart., Tredegar.	Mr. Thomas Howells, Llywell.
Penry Williams, Esq., Penpont.	Mr. Rees Pryce do.
Edw. Morgan, Esq., Llangattock, Crickhowell.	Mr. Thomas Thomas, Cray, Devynnock.
David Lloyd, Esq., Aberllech.	Mr. Thos. Morgan, Cray.
Mr. John Powell, Maesporth, Llywell.	Mr. Howell Powell, Cefn Rhossan.
Mr. John Downes, Devynnock.	Mr. William Morgan, Cray.
Mr. Daul. Lloyd, Brecon.	Mr. Rees Llewellyn, Llywell.
Mr. Watkin Lloyd, Nantgware, Llywell.	Mr. John Williams, Senny, Devynnock.
Mr. Lewis Powell, Maescarnog.	Mr. Howell Howard, Senny.
Mr. Dd. Walter Powell, Abersenny.	Mrs. Jennet Powell, Bryntwarch, Llywell.
Mr. John Jones, Llwynerychudd.	Miss Gwen Powell do.
Mr. David Mathews, Ystradvellte.	— Elizabeth Williams, Llywell.
Mr. Jenkin Powell, Goytre, do.	Mr. Jenkin Walters, Ystradvellte.
Walter Powell, Esq., Brecon.	Mr. John Walter do.
Mr. Thos. Robt. Nicholas, Trecastle.	Mr. William Jones, Bolgoed, Llanspd.
Margaret Jones, W <sup>e</sup> , Coedhowell, Devynnock.	Mr. Lewis Havard, Senny.
Mr. Walter Jones, Bronwydd, Ystradvellte.	Mr. Wm. Jeffreys, Sclydach, Llywell.
Mr. Llewelyn Powel, Glynllech.	Mr. Charles Jenkins, Devynnock.
Mr. Thos. Powell, Glyntawy.	Mr. Abraham Jenkins (his Son) do.
Mr. John Powell, Glyntawy.	Mr. David Price, Cray.
Mr. Dd. Morgans, Abercray, Llywell.	Mr. Enoch Price, Llywell.
Mr. Morgan Morgans, Llywell.	Mr. David Morgan, Senny.
Mr. John Evans, Drain duon, Llywell.	Mr. David Price, Park, Trallong.
Mr. Watkin Morgan, Glyntawy.	Robt. Williams, Esq., Monmouth.
Mr. David Howells, Llywell.	Mrs. Anna Maria Powell, Brecon.
Mr. Lewelin Powell, Cwmpadest, Dev'k.	Edwd. Jones, Esq., Llandovery.
Mr. Owen Morgan, Llywell.	Mr. Thomas Davis, Ynismarchog, Llywell.
Mr. David Lewis, Penybont, Devynnock.	John Williams, Esq., Brecon.
Rev. Wm. Williams, Llanvillo.	Revd. Thos. Powell, Cantreff.
Mr. Thos. Powell, Clynmeddig.	Mr. David Powell.
Mr. David Jones, Trecastle.	Mr. Walter Price, Glynllech.
Mr. Daniel Rees, Kevenmaeskar, Dev'k.	Mr. Jno. Powell.
Mr. Griffith Williams, Llandilovaur.	Revd. Archdn. Williams, Abercamlais.
Mr. Thos. Williams, Kevengweision, Llywell.	Revd. James Evans, Bailybedw, Llywell.
Mr. Watkin Watkins, Brynmaen, Llywell.	

A LIST OF PERSONS WHO HAVE SIGNED THE RESOLUTIONS, BUT HAVE NOT EXECUTED THE BEFORE-MENTIONED DEED, WITH THEIR RESPECTIVE RESIDENCES.

Mr. Jenkin Morgan, Porth, Ystradvelltey.	Mr. Wm. Walter, Devynnock.
Mr. Griffith Rees, Cefnmaeskar.	Mr. David Havard do.
Mrs. David Powell, Junr., Tyle, Ystradvellte.	Mr. Jno. Walters, Hepste.
Mr. J. J. Watkins, Dderry, Glyntawy.	Mr. Thos. Williams, Gwennyllan.
Mr. John Thomas, Cray, Devynnock.	Mr. Thos. Powell, Cefngweision.
Mr. Thos. Powell, Devynnock.	Mrs. Anna Maria Hughes, Tregunter.
Mr. Owen Watkins, Tyle, Llywell.	Mrs. Eliza Anne Gwynne do.

Mr. Wm. Jones, Blaen Nedd, Ystradvellte.	Wm. Williams, Esq. }	Aberpergwin.
Mrs. Elizth. Powell, Cefn Ucheldre.	Rees Williams, Esq. }	
Mr. Dd. Jones, Glamorgan.	Wm. Gwyn, Esq., Neath.	
Mr. Howell Moses, Brynbwch, Ystradvellte.	David Powell, Esq., Neath.	
Mr. Jenkin Jones.	Mr. Wm. Powell, his Bro.	
Mr. Wm. Walter, Carnycrochan.	Revd. Fleming Gough, Ystradgunlais.	
Mr. David Watson, Glyntawe.	Mr. John Powell, Little Penywingon, Lly-	
Mr. Watkin Bowns, Trecastle.	well.	
Mr. Thos. Thomas, Bailygwern.		

The opinions of Mr. Holroyd and Mr. Taunton were ordered to be taken on the pleading, and a case was prepared and the proofs of a number of witnesses taken.

#### IN THE KING'S BENCH, BRECKNOCKSHIRE.

The King, on the Information of the Attorney-General, against WATKIN LLOYD, Gent., for Intrusion.

The same against DAVID JONES, Farmer, for Intrusion.

#### DEFENDANTS' CASE.

The Manor or Lordship of Brecknock extends over part of the several parishes of Devynnock, Llywell, Llanspythid, Ystradvellty, Ystradgunlais, Penderrin in the Hundred of Devynnock, in the County of Brecknock, part of the several parishes of Trallong, Llandilofau, Llanfihangelnantbrane, Merthyr cynog, Llanfihangel fechan, and Garth Brengy, in the Hundred of Merthyr, in the said County; part of the several parishes of Cantreff, Llanthetty, and Llangasty talyllyn, in the Hundred of Penkelly, in the said County, and part of the parish of St. Davids (which is partly in the said Hundred of Devynnock and partly in the said Hundred of Penkelly), in the said County.

This Manor is now the property of Sir Chas. Morgan, Bart., whose Ancestor, Wm. Morgan, Esq., in the year 1639, purchased it of Phillip, Earl of Pembroke, who purchased it in the 8th year of the reign of Chas. the 1st of Sir Wm. Russell, in trust for whom that King had, in the seventh year of his Reign, conveyed the Fee to Trustees, Subject to a Fee Farm rent of £54 0s. 1½d., and which Fee Farm rent the late Sir Charles Morgan, in the year 1787, purchased of the Crown.

Within the Manor is a large District of Country called the Great Forest, or more frequently, the Bound land, consisting of several Farms and Estates belonging to different persons, and lying in part of the several parishes of Devynnock, Llywell, Ystradgunlais, Ystradvellty, Llanspythid, and Penderrin.

In the District there is a range of Hills of several miles in extent, and supposed to contain several thousand acres, generally called the great Forest, or the Great Forest of Brecknock, tho' it is much doubted whether that name ought not now in strictness to appertain to the District before mentioned, to which (from every enquiry) it belonged in Antient times; but from cultivation and other improvements of modern times, the District lost the appearance and most of the qualities of a Forest, and therefore the name became transferred to the range of Hills which extend to all the parishes in which the District lies. And, indeed, different parts of the range of Hills bear their own particular names, as will be seen by the Evidence, such as Vole Mity, Cwmpadest, Keven Keel, Rhyddven Vole Mity, etc.

Within the District there were formerly seven Mills, called Devynnock, Cray, Senny, Llywell, Ystradvellty, Glyntawe, and Pwllcoch Mills, at which most, if not all, the Tenants and Inhabitants of the District, and also those inhabitants of the parts of the several parishes in which the District lies, but still not comprising part of the District, were bound to grind their Corn, and to do several services, such as cleaning the ponds, etc. And this

circumstance, it is supposed, explains the meaning of the name of Bound land given to the District, and also to the other parts of the parishes (in parts whereof the District lies) and not comprised within the District. Some of the Mills are now down, but 2 or 3 of them still remain, and are the property of individuals to whom the Crown sold them a few years back; and the Inhabitants of those parts of the Country which are supposed to have been formerly bound to grind their Corn at those Mills, are still considered to be so bound, tho' the other services from length of time are got into disuse.

It is understood that in Antient times the District of Country before mentioned was in the possession of the Crown, but from circumstances which no person can now explain, and which History does not trace, it was formed and divided into Farms and Estates, and became the property of individuals, as before alluded to; yet the range of Hills ever continued the property of the Crown (but when parted to its Favourites, from whom it reverted back again), and now remains in its possession, or the possession of its Lessees.

In the parish of Devynnock there is a district of Country, called the Little Forest, which formerly belonged to the Crown, and as appears by Jones's *History of Brecknockshire*, was granted by Henry the 8th to Thomas Lord Seymour of Sudley, High Admiral of Great Britain, and upon his Attainder in 1548 became forfeited to the Crown, which afterwards bestowed it upon some Favorite, from whom it was purchased, and became the property of Individuals who lately sold it. Mr. Jones says the Lands but not the Manor were sold. It does not appear that there ever was a Manor attached to this property; and Mr. Jones seems to have got into the same mistake respecting the Great Forest, as he calls that a Manor, tho' there are no Courts or any properties of a Manor belonging to it: the diff't Farms in that District paying chief rent and all other services to the Lord of the Manor of Brecknock.

All the occupiers of lands and inhabitants (as it is believed, but this is not very clear) of the District of the Great Forest, and also of the whole of the Lordship of Brecknock (excepting the Little Forest), have from time immemorial depastured on the range of Hills in the District of the Great Forest, now called the Great Forest or the Great Forest of Brecknock, their horses, Cattle, and sheep, without number every year (in some instances from May to Michas., and in others all the year), paying to the Crown or its Lessees for the same after the rate and computation of Kyvryve, an Old Welsh word signifying a Customary computation or reckoning.

The occupiers of Lands within the District, called the Great Forest, pay as follows:—

One Horse or one Mare broken to labour (which the Country calls being shod)	1 Penny.
One Ox or One Cow	1 Penny.
One Steer (two making the Kyvryve)	$\frac{1}{2}$ Penny.
One Heifer not in Calf (do.)	$\frac{1}{2}$ Penny.
One Yearling Beast (four making the Kyvryve)	1 Farthing.
For sheep under a Hundred 2d. a score, and for a Hundred 8d., and at that rate upwards.	

All the occupiers of Lands, and inhabitants (if at all) of those other parts of the several parishes, in part whereof the District called the Great Forest lies, make exactly double the foregoing payments; and the occupiers of Lands, and inhabitants (if at all) in the rest of the Lordship of Brecknock (except the Little Forest, the Tenants and inhabitants of which have no right as before ment'd) pay for every head of Beast 4d., and for every score of Sheep 8d., and so in proportion for any greater or less number, but they seldom turned sheep, as they had Commons adapted for sheep nearer home to which they usually turned them.

This Custom of turning Horses, Cattle, and sheep to the range of Hills, now called the Great Forest, or Great Forest of Brecknock, has been used, as is supposed, from time immemorial, tho' its commen't is by some people said to be in the first year of the Reign of Richard the 3rd under a grant from him, which Grant, as is also said, was confirmed by

Henry the 8th in the 30th year of his reign, but such Grant or the confirmation are not in the hands of any of the persons interested in turning to the Hills, tho' sev'l of them have papers purporting to be copies of the confirmation, which cannot in any way be authenticated. Mr. Illingworth, of the Record Office in the Tower, has been employed to make searches for the Grant and confirmation in all the Record Offices, and annexed is a Statement of what papers he has found which bear upon the subject. (See *ante*.)

The Crown has from time to time and ever since the Attainder of Edward, Duke of Buckingham, in the reign of Henry the 8th (1521), and of whose possessions the Lordship of Brecknock and the Great Forest and the Little Forest formed part, been accustomed to grant Leases of the Agistment, Herbage, and pannage of the range of Hills before mentioned by the name of the Great Forest of Brecknock to individuals, at certain annual rents, and in all those Leases to the present period, the first of which bears date the (not stated), and the last in 1770, there is a Covenant from the Lessee to the following effect :—

“That he shall permit all the Tenants, residents, and inhabitants of the Lordship of Brecknock, and all other persons who heretofore had a right to have pannage, Herbage, and Agistment within the Forest aforesaid or any part thereof, to have and enjoy the same as they were heretofore accustomed to have and enjoy the same.”

This Clause being in each of the Leases, it is presumed is a direct admission upon the part of the Crown that the Tenants and inhabitants of the Lordship of Brecknock have a right of pasturage on the range of Hills before ment'd.

The last Lease granted by the Crown expired in 1801, but the Lessee has held on, and is now in possession as Tenant, paying the rent reserved by the Lease. It has been usual for the Lessee, who was generally a Gentleman of consequence and property in the Neighbourhood, or connected with the Country, some times to let out the Agistment to persons for about the same rent as that reserved by the Lease; and at other times to appoint persons to manage the Agistment, and to collect the payment from the different persons having a right to the Hills; these persons were generally called “Forresters,” and it did not unfrequently happen that they made considerable Sums of their Situations, for they paid the Lessee only the rent reserved on his Lease, tho' they were in the habit of taking in Cattle to eat the surplussage Grass from Glamorganshire and Carmarthenshire, and the inhabitants of the Little Forest at a certain Sum per head; and raising heavy contributions from those who turned without agreeing with them for the same. It may not be improper to observe here, tho' perhaps immaterial in the case, that the rent reserved to the Crown on all the Leases is the same as in the first Lease granted by (blank), viz., £20 6s. 8d.

Notwithstanding the remarkable tenaciousness and Jealousy of these Forresters, yet no interruption was ever given to the Tenants and Inhabitants of the Lordship of Brecknock, excepting those of the Little Forest, turning to the Hills as before mentioned; but since the expiration of the last Lease, it is understood that the Office of Land Revenue of the Crown has been desirous of selling these Hills in different Allotments, and preparatory thereto it, in the year 1795, caused a Survey and enquiry to be made of the same, and of the Rights claimed by the Tenants and Inhabitants of the Lordship of Brecknock to pasturage there; and on referring to the Survey made, it is found that the usage of turning to the Hills exercised by the Tenants and inhabitants is therein set forth, and the several payments are stated, and they appear to be exactly the same as those before mentioned, with the exception that the Survey states “That all persons residing within the boundary of the Forest and not being occupiers of lands nor assessed to the parish rate, such as Handicraft and Hired servants, etc., have a right to depasture Cattle and other Stock upon the Forest, paying yearly as follows, viz. :—

“ For every Cow, Horse, or other Beast	.	.	.	4d.
“ For every Hundred of Sheep	.	.	.	6d.
“ For any number less than a Hundred	.	.	per score	2d.”

And this Survey also states that all occupiers having a right of pasture upon the Great Forest may turn out any number of Cattle or other Stock, over and above such as are levant and couchant upon their respective Holdings, at any time whatsoever, paying the usual rate for the same.

Altho' this Survey was so favorable to the Rights of the Tenants and Inhabitants of the Lordship of Brecknock, yet the Crown finding, as is supposed, that those Tenants and Inhabitants insisted on such Claims, and conceiving perhaps that the Origin of the same lay in some doubt and obscurity, has caused, by way of bringing the rights into question, Two Actions to be brought for Intrusion on the Hills, one against the sd. Watkin Lloyd and the other against the sd. David Jones.

The following are copies of the Information, filed against both :—

IN THE EXCHEQUER, *re* WATKIN LLOYD.

Easter Term, in the 53rd year of the Reign of  
King George the third.

Brecknockshire to wit.

Be it remembered that Sir Wm. Garrow, Knt., Attorney-General of our Lord the now King, who for our said Lord the King now prosecutes, being present here in Court on the 5th day of May in the same term in his proper person for our said Lord the King, Gives the Court here to understand and be informed, That whereas a certain Tract of Land called the Great Forest of Brecknock, in the said County of Brecknock, containing divers to wit: Sixty thousand acres of land in the hands and possession of our said Lord the now King, on the 1st day of Jan'y, in the 52'd year of his reign, and long before was and of right ought to have been and from thence hitherto has been, and of right ought to have been and still is and still of right origin ought to be in right of his Crown of England, as by many Records, Rolls, and Remembrauces of this same Exchequer more fully appears of Record, Nevertheless one Watkin Lloyd, of the parish of Llywell, in the said County of Brecknock, Gentleman, the Laws of our said Lord the King not fearing, but intending and contriving by disinheriton of our said Lord the King, with force and arms, etc., on the sd 1st day of January, in the 52nd year of his Reign aforesd., in and upon the possession of our sd. Lord the King, of the premises entered, intruded, and made ingress, and the grass and Herbage growing on the said Tract of Land, of the value of £100 of lawful money of Great Britain, with his Horses, mares, Oxen, Cows, and other Cattle and sheep, eat up, depastured, trod down and consumed the Trespass aforesaid hitherto, and yet continuing in contempt of our said Lord the King and against his Laws, And that whereas a certain other Tract of Land called the Great Forest of Brecknock, in the County of Brecknock, containing divers to wit, Sixty thousand acres of Land in the hands and possession of our said Lord the now King, in, upon and over which divers persons having lands adjacent now of right have and exercise and from time immemorial of right had, used, and exercised common of pasture for all their Commonable Cattle, levant and couchant, in and upon their resp'ive lands as to their resp'ive lands belongg and appertai'ng on the said first day of January, in the sd. 52nd year of his reign, and long before was and of right ought to have been, and from thence hitherto has been and of right ought to have been, and still of right ought to be in right of his Crown of England, as by many Records, Rolls, and Remembrances of this same Exchequer more fully appears of Record, Nevertheless, the sd. Watkin Lloyd, the Laws of our said Lord the King not fearing, but intend'g and contriv'g the disinheriton of our said Lord the King with force and arms, etc., on the sd. 1st day of Jan'y. in the sd. 52nd year of his reign aforesd., in and upon the possession of our sd. Lord the King, of the premises entered, intruded, and made ingress, and the grass and herbage then growing on the sd. last ment'd Tract of Land, of the value of £100 of lawful money of Great Britain, with his Horses, Mares, Oxen, Cows, and other Cattle and Sheep, eat up, depastured, trod down, and consumed the trespasses aforesaid hitherto and yet continuing in contempt of our said Lord the King and against his Laws, wherefore the sd. Attorney-General of our said Lord the King, who for our sd. Lord the King in this behalf prosecutes, and for our said Lord the King prays the Consideration of the Court here in

the premises, and that due process of Law may be awarded against the said Watkin Lloyd in this behalf, to make him Answer to our sd. Lord the King there touching the premisses. afsd.

W. GARROW.

IN THE EXCHEQUER *re* DAVID JONES.

Easter Term in the 53rd year of the Reign of  
King George the Third.

Brecknockshire to wit.

BE IT REMEMBERED that Sir Wm. Garrow, Knt., Attorney of our Lord the now King, etc. (Here follows a precisely similar Information, word for word, against David Jones, defendant, for disinherison, intrusion, and Trespass, and which concludes thus):—Wherefore the said Attorney-General of our said Lord the King, who for our sd. Lord the King in this behalf prosecutes for our sd. Lord the King, prays the cons'ou of the Court here in the premises, and that due process of Law may be awarded against the said David Jones in this behalf to make him answer to our said Lord the King, touching the premises aforesaid.

Sd. W. GARROW.

Mr. Lloyd occupies an extensive Farm called Nantgwuarred in that part of the parish of Llywell, which is not within the District called the Great Forest, but in the Lordship of Brecknock, as Tenant to his brother Mr. David Lloyd, the proprietor of the same. Mr. Watkin Lloyd has been in the habit of turning up to the Hills every year Horses, Cattle, and Sheep (particularly great numbers of the latter), paying for the same in manner stated as to those persons resident in those parts of the several parishes to which the District of the Great Forest extends, but not within that district.

Mr. David Jones occupies a Farm called Blaenglyn, otherwise Tymawr, in the Hamlet of Glyn, in the parish of Devynnock, and within the said district of Country called the Great Forest, as tenant to Mr. John Powell. This Farm adjoins to and fences against the Hills, and thereon same depastures his Cattle, horses, and sheep in the Summer, and some of the Horses and Sheep in the Winter also, paying every year for each head the Sums stated in respect to those persons residing within the district called the Great Forest.

The following contains the nature of the Parol evidence which can be adduced by the Defts. in support of their rights.

(As to usage of the Great Forest, but in the Lordship.)

MORGAN DAVID, of Devynnock Village, aged 88.

That he commenced Farmer of Bayley Bedw farm, and continued there 30 years. That during all that time he turned his oxen and young Cattle and Colts to the Great Forest during the Summer, and that they depastured there without interruption.

(As to usage within the Great Forest.)

WILLIAM DAVID, of Trewgam in Ystradvelly, aged 85.

That he has lived at Trewgam, which is in the Great Forest, for years and as a Farmer, until about 4 years ago, when he gave up the Farm, Stock, etc., to his Son Richard, with whom he now lives. That he invariably turned his Cattle and horses of all descriptions, as well as his Sheep, to the Great Forest, and sometimes his Milch Cows, and that without interruption, and his father did so before him. That he paid yearly to the Forrester 1*d.* for each Horse shod, 1*d.* for each Ox, 1*d.* for each Cow,  $\frac{1}{2}$ *d.* for each young beast above one year old, a Farthing for every yearly beast, a  $\frac{1}{2}$ *d.* for every Mare not shod, and for every Colt not broken to labour. That he always satisfied the Forrester for the time being for the sheep, but does not recollect what.

That he never kept above 50 or 60 sheep, but in general less, that all the Ystrad-velty Farmers turned up just as this witness did, that many kept a great part of their Sheep on the Hills the Winter as well as the Summer.

WILLIAM DAVID, of Llanilltid in the Glyn, in the parish of Devynnock,  
aged 78 years.

That he took Llanilltid farm, and farmed it for 45 or 46 years, that during all that time he turned up his Oxen, his young Cattle and Sheep, to the Great Forest every summer, and he left some Horses (generally called Hill horses, from their being small and cast, on the Hills) thereon all the year and no interruption given. That he paid 1*d.* for every Ox, a  $\frac{1}{2}$ *d.* for every beast above a year, and  $\frac{1}{2}$ *d.* for every yearling beast; that before he took this farm he lived with his mother at Dan-y-graig farm in the Glyn. That his mother turned up her Oxen, Horses, and young Cattle and Colts as well as Sheep every Summer, and as the farm adjoin'd to the Hills, she turned up her Cattle (Cows included) from the beast house in the Winter, that she paid for the Oxen, horses, and young Cattle as witness, and paid for every Colt a  $\frac{1}{2}$ *d.*, that his mother and himself paid 8*d.* for every 100*d.* Sheep, that before he farmed Llanilltid he lived as Servant with Thomas William Morgan at the farm of Carno in Glyn, that Thomas William Morgan turned up to the great forest about 900 Sheep, and kept the greatest part of them the winter, as well as Oxen, Horses, and young Cattle without Interruption, and paid for them in the same manner as witness did. That when witness lived with Thomas William Morgan he often told witness that he could turn up as many sheep as he pleased.

(As to the part of Llywell Parish in the Great Forest).

JOHN POWELL, Sychnant, Llywell, aged 85 years.

That he rented the farm of Llwynbwchan in Llywell about 33 years ago, and held it for 30 years. That during all that time he turned up all his sheep from ye Farm every summer to the part of the hills in Llywell Parish called Vole-vyty without interruption, that he paid the Forester sometimes one shilling, sometimes 2*s.* a year as he could agree.

(As to the part of Llywell within the great Fforest, and as to the Def'r Lloyd's farm, which is not within the Great Forest)

MORGAN WILLIAM, Llywell Village, aged 76.

Was born at a farm called Varllwyn, in the Parish of Llywell and within the great forest and adjoining the Hills, and he, and his father before him, held that farm for 40 years, that they turned up their Stock to the Hills in the great fforest without interruption, paying the forester 1*d.* for every shod Horse, 1*d.* every Ox,  $\frac{1}{2}$  every barren beast above a year and  $\frac{1}{2}$  every yearling, 8*d.* the 100 for the sheep, and if under 100, 2*d.* a score. He kept Hill Horses but paid nothing for them. That Mr. Lloyd of Blaenclydach, who held for a greater number of years Blaenclydach farm (which is also in the parish of Llywell but not in the Great Forest), and also Nantquarred for 7 years, always turned sheep there to an immense number.

(As to Nant Gwarred and Llywell Parish.)

MORGAN MORGAN, of Cwmwysk, aged 70.

Has held two farms within the great Forest for a great number of years, and turned up his Stock to that part of the Hills called Mynidd-wysk without interruption, and paid the Forest Duty; frequently saw the Nant Quarred and Blaenclydach sheep depastured on several parts of the hills, and particularly that part called Glasfynydd for a great number of years.

(As to Devynnock in the Great Forest.)

THOMAS JOHN, HEOLSENNY, Labourer, aged 75.

Shepperdhed sheep for two or three farmers in Devynnock on the Great Forest, and the Devynnock Farmers kept their sheep there without interruption.

II

(As to Devynnock and Ystradvellte in the Great Forest.)

JOHN HAVARD, HEOLSENNY, Labourer, aged 82.

Farmed at Blaenseunny for near 40 years, proves the turning up without interruption.

(As to Devynnock in the Great Forest.)

REES HAVARD, Cray, Aged 72, turned up to the Hills.

(As to Devynnock, Ystradgunlais, and Llywell, in the Great Forest, and Llywell out of the Great Forest.)

LEWELLIN POWELL, of Blaen Tawe Vechan, within the part of the District called Glyntawy, which lies in the parish of Llywell, aged 84.

Has farmed in Glyntawy from his youth. Every farm he has held bordered upon the Hills on the Great Forest, and he and his Father before him always turned up their horses, oxen, young Cattle, and sheep in the Summer without interruption, paying the Forester 1*d.* every Horse, 1*d.* every Ox, and  $\frac{1}{2}$  every young beast.

That those in that part of the Parish of Llywell which lies on the south side of the Usk, and is within the Great Forest, pay the 1*d.*, etc., only, and those the other side being out of the great Forest pay double.

Glyntawe is a District of Country which comprizes parts of Devynnock, Llywell, and Ystradgunlais Parishes.

(Part of Devynnock, Llywell, and Ystradgunlais.)

WILLIAM MORGAN, of Wernddu in Glyntawe, aged 72.

Has always turned up without interruption as Llewelin Powell did. That he paid Samuel Howell as Forester 1*s.* 6*d.* yearly, now he pays John Powell as Forrester 2*s.*

That the Inhabitants of Devynnock, Ystradgunlais, and Llywell, turned up, and among them Mr. Lloyd of Blaenclydach, when living.

(As to Defynnock and Ystradvellty in the Great Forest.)

THOMAS JENKINS, WERNFAWR in Senny, aged 86.

About 60 years ago witness commenced Farmer in Senny, having succeeded his Father, and continued in the same farm, which adjoins the Great Forest, for ab't 20 years; that during all that time he turned up his horses, Oxen, Young Cattle, Hill Horses, and Sheep without Interruption, paying the Forester 1*d.* for every shod horse, 1*d.* every Ox, and he thinks  $\frac{1}{2}$  for every young beast and hill horse, and 2*d.* a score under a 100 for the sheep, and 8*d.* a 100 when a 100 or more. That his Father before him did the same, and his Father kept 500 or 600 Sheep at a time between the Hills and the farm both Summer and Winter.

(As to the Parish of Devynnock, in the Great Forest, and as to the part of the Parish of Llywell, not in the Great Forest.)

MR. THOMAS POWELL, aged 75.

Was born at Cwmpadest, adjoining the part of the Hill called Cwmpadest, in the Parish of Devynnock. He lived at Cwmpadest Farm until he was about 25 years of age. That his father used to turn every year, about May, his cattle, horses, and sheep up to the Hill, and used to keep some of his Horses and sheep on the Hills the whole year, but he does not recollect what payment his father made for the same; he certainly made some payment. That he went from Cwmpadest to live at his own farm, called Bwlfa, in the part of the Parish of Llywell not in the Great Forest, and near the Def't Lloyd's Farm, and in the Lordship of Brecknock, and lived there 40 years; that during these 40 years he was accustomed every year to turn his young Cattle to the parts of the Hills called Cwmpadest and Kevencil, and for these he paid 2*d.* a head to the Foresters. He used to turn up the cattle every year about May, and bring them down about Michaelmas.

(As to Llywell—both in and out of the Great Forest—and as to the Parish of Llandilofane, and as to Nantgwarred.)

ELIAS WILLIAMS, of the Parish of Llywell, aged 72 years and upwards.

That he was born in the hamlet of Traiangelas, in the Parish of Llywell, and has lived there all his Life; that he was born on the Farm of Trohedrwern, within the Great Forest, which his father held; that he lived there till he was 16 years of age, and he fully remembers for 8 years before; recollects his Father turning his Horses, Cows, and other Cattle and Sheep to the part of the Hills in the Great Forest called the Ryddven, which the farm adjoined; that they frequently remained there the whole year: that his father used to pay every year to the Foresters the payment called the Forest tax, as follows:—For every horse that was shod, 1*d.*; for every Cow, 1*d.*; for every Ox or Bullock, 1*d.*; for every Steer,  $\frac{1}{2}$ *d.*; for every heifer,  $\frac{1}{2}$ *d.*; for every yearling,  $\frac{1}{4}$ *d.*; and for every score of sheep, 2*d.*

That the whole neighbourhood used to turn up to the Hills; that in the time he lived at Mitty Mawr Farm, the people of the Parish of Llywell and those of the Parish of Llandilofane (a Parish in the Lordship, but not in the Great Forest) used to turn up to the Vole Mitty, and witness, as he lived near the Hill, used to take care of them as a shep'd; that they usually turned up young Cattle and Sheep; that the people of the Parish of Llandilofane used to pay the Foresters price, 4*d.* a head, for the cattle, but he does not know what they paid for sheep; that he always understood all the Inhabitants of the Lordship, as well as the Inhabitants of the Great Forest, had a right to turn to the hills, and he never heard of any interruption.

(As to Deft. Lloyd's Farm, as to parish of Devynnock on the Great Forest.)

Mr. Thomas Price, aged 84 years, went to live at Nantgwarred (Deft Lloyd's Farm) as Tenant 60 years ago, and succeeded the late Mr. Chas. Price, who owned the farm, and remained there as Tenant 11 years; that during all that time he turned every year 3 or 400 head of sheep to the hills in the Great Forest, and paid 4*d.* a score to the Forester; that the Occupiers of other farms in the neighbourhood of Nantgwarred turned their Horses, cattle, and sheep to those Hills (excepting those who had a right of common on a small hill in the Neighbourhood adjoining their Farms, but to which Nantgwarred had no right to turn), those persons who turned to the Hills in the Forest paid, as witness understood, 2*d.* a horse shod, 2*d.* an Ox, 1*d.* a steer, 1*d.* a Heifer,  $\frac{1}{2}$ *d.* a yearling,  $\frac{1}{2}$ *d.* a Colt.

(As to Devynnock, in the Great Forest and the Lordship).

MR. WILLIAM GRIFFITHS, aged 85 years and upwards.

That he was born in the parish of Devynnock, and has lived there all his Life; that his father held the farm of Clyn, in the said parish, and adjoining part of the Hills in the Great Forest called Kevenceel, and lived there with his father till he was thirty-two years of age; that during all this time his father used to turn up his Horses, Sheep, and Cattle to the Hills every year, and kept some of them there all the year; that his Father used to make the payment called the Kyvryve, or forest tax, every year to the Forester for the same; that when he was 22 years of age witness married and went to live at a farm called Abertreweren near Devynnock village, and remained there for 7 years and a-half; that he used to turn up Cattle, horses, and sheep every year to the hills, and used to pay the Foresters every year for the same on the lump; that he always understood this payment went to the King or his Tenants, and that the Foresters were persons chosen to collect the same; that he went from Abertreweren to the farm of Blaencray in the same parish, and lived there 30 years; that he was accustomed to turn up his horses, cattle, and sheep to the hills from thence.

(As to the Great Forest and the whole Lordship.)

WILLIAM HOPKINS, aged 73 years and upwards,

Was born in the Parish of Devynnock, and has lived in the Hamlet of Cray in that parish since he was three quarters of a year old. That the Range of Hills in the great Forest extends from the River Twrch in Carmarthenshire to the River Tawe in Glamorganshire; that he remembers this Range of Hills 60 years at least, that he has been a shepherd belonging to these Hills for the whole of that time; that all the Tenants and Inhabitants of the great fforest having horses, cattle, and sheep, used to turn up every year to these hills oxen, steers, heifers, yearlings, Cattle, Horses, colts, and sheep; that they used to pay 1*d.* for every horse which was shod, 1*d.* for every Cow, 1*d.* for every Ox,  $\frac{1}{2}$ *d.* for every Steer,  $\frac{1}{2}$ *d.* for every heifer,  $\frac{1}{2}$ *d.* for every yearling, and 2*d.* the score for sheep. That the Inhabitants of the Parish of Llywell, not within the Great Forest, used to turn up their Horses, Cattle, and sheep also, and paid 2*d.* for every horse which was shod, 2*d.* for every Ox, 1*d.* for every Steer, 1*d.* for every Heifer,  $\frac{1}{2}$ *d.* for every yearling, 4*d.* for every score of sheep. That the Tenants and Inhabitants of all those other parts of the several parishes within the Lordship were accustomed to turn up every year their Cattle, horses, and sheep, and they paid as follows:—4*d.* for every head of Cattle and horses, and 8*d.* a score for sheep, of which latter they turned up very few, as they had commons nearer home where they could turn them. That witness was a forester for 7 years, and during the whole of that time the inhabitants of the different parts before mentioned were accustomed to turn up and make the payments before mentioned, that he rented the whole range of Hills for the sd. 7 years of Mr. Phillip Morgan, who was agent to Mr. Morgan of Tredegar, the Lessee under the Crown, at the Rent of £21. That witness in consequence used to collect the different payments from the several persons who turned up, that those Cattle which were sent up from Carmarthenshire were always impounded, as were those of the Inhabitants of the little fforest in Devynnock, as having no right whatever to turn. That witness has always understood that the Inhabitants of the great Forest, and also of the Lordship of Brecknock, had a right to turn to those hills in the Great fforest, making the several payments before mentioned, that he has heard his father, who was upwards of 80 years of age when he died, and several old people say that those parts of the several parishes of Devynnock, Llywell, Ystradgynlais, and Ystrafellte, over which the Great forest does not extend, made double the payments that those parts in which the great forest lies, and the other parts of the Lordship made quadrupartite payments as before stated.

RICHARD JONES, aged 79 years and upwards.

That about 53 years ago he married and came to live at Devynnock, that he held Houses in the village with some fields, and turned horses, cattle, and sheep to the hill every year, and paid 2*d.* a score to the fforester for the sheep and 1*d.* a head for a horse, 1*d.* a head for an Ox, and  $\frac{1}{2}$ *d.* a head for Steers and Heifers, and  $\frac{1}{2}$ *d.* a head for young cattle.

JOHN JONES, aged 63 and upwards,

Was born in Devynnock, and lived with his Father, who held Nantybeidy Ffarm in that parish. That his ffather, who held this farm several years, used to turn up his Horses, Cattle, and Sheep to the Hills, and used to pay 1*d.* for a Horse shod, 1*d.* for an Ox, 1*d.* for a Cow,  $\frac{1}{2}$ *d.* for a Steer,  $\frac{1}{2}$ *d.* for an Heifer, and the whole neighbourhood used to turn up and make the same payments to the Forester. That the Inhabitants of the Little forest had no right to turn, that the Cattle which came from Glamorganshire and Carmarthenshire were always taken up, having no right, but those which came from the Lordship were never taken up, as they had a right to turn, but they used to pay Double.

None of the foregoing Evidence applies in particular to David Jones, but there is no doubt that clear and decisive Evidence can be had of the immemorial usage by him and his predecessors of turning Horses, Cattle, and Sheep to the Hills, and paying the sums usually paid by the Tenants in the District of the Great Forest. Evidence in abundance

can also be procured of the constant usage by the Tenants in general of that district, and also of the Lordship of Brecknock in general, excepting the Tenants of the Little Forest and a few parcels of the Parts of the parishes over which the Lordship extends; but what these parcels are, we much doubt cannot be ascertained with any accuracy.

It will be found by Mr. Illingworth's statement of his researches, that in a Minister's Account of the King's property in Brecknockshire in the 30th year of Henry the 8th, the Grant of Richard the 3rd and the confirmation of Henry the 8th are set forth, and the same corresponds with the unauthenticated copies which are in the Country. It is observable that the Grant is made to the Tenants of the Great Forest, and also to the Inhabitants of the Lordship of Brecknock having any beasts or Cattle haunting the said forest for water and pasture; what was meant by the word "haunting" it would be difficult to define at the present day, but it should seem from the Tenants of the Lordship constantly turning up their Cattle, etc., to the Hills that it was understood to apply to them in general. As to the Little Forest, we conclude the circumstance of its being open and waste land (which its name denotes), and probably solely in pasture in former ages, may account for the Tenants and inhabitants thereof not exercising the right of turning their Cattle, etc., to the Hills in the Great Forest, which the Grant of Richard gave them; and as to those other parcels or Farms which do not exercise the right, we can only conclude that they have lost it by non-usage.

The foregoing, with Mr. Illingworth's researches, contains as complete a History, or rather Statement, of the rights claimed and used by the Tenants and Inhabitants of the Lordship of Brecknock of depasturing their Horses, Cattle, and Sheep on the range of Hills within that Lordship, now generally known by the name of the Great Forest, as the shortness of time allowed for obtaining Information and the circumstances of the Case will admit: And it is hoped that the same will be sufficient to enable Counsel to decide upon the pleas—which it will be proper for the Defendants to put in to the informations filed by the Crown—indeed, unless the Grant of Richard, or the confirmation, or rather *Inspecimus* of Henry VIII can be found, we have no hopes of procuring any written Documents which can be evidence, further than those stated by Mr. Illingworth, excepting the presentments of the Manor of Brecknock during the time the same continued in the Crown, viz., from the Attainder of Edward, Duke of Buckingham, in 1521 to 1617, when the manor was granted for ninety-nine years to Trustees for the use of the Prince of Wales, afterwards Charles I, or perhaps to the seventh year of the Reign of Charles I, when the fee was granted to Sir Wm. Russell.

Such Presentments, if any, are it is supposed in the possession of Sir Charles Morgan, and it is expected that some of them may set forth the Custom used by the Tenants of the Lordship of turning to the Great Forest; should that prove to be the Case, it is presumed that such Presentment being made, while the manor was in the hands of the Crown, will be admitted as Evidence in the favour of the defendants.

In one of the Documents mentioned by Mr. Illingworth it is stated that the Kyvrye, or customary payment for turning to the forest, was threepence until the grant of Richard III, and it is remarkable that the account given by the old People in the country is that in former ages the Kyrvyve, or customary payment, was 3*d*.

You will be pleased to advise what plea it will be proper under all the circumstances applicable to Defendant Lloyd for him to put in to the information filed against him by the Crown; and the Evidence which it will be proper to adduce in support of that plea.

You will also be pleased to advise what Plea it will be proper for the Defendant Jones, under all the circumstances applicable to him, to put in to the information filed against him by the Crown, and the evidence which it will be proper to adduce in support of that plea.

## 1813.—IN THE EXCHEQUER.

ATTORNEY-GENERAL against LLOYD, and SAME against JONES, by Information.

The Issues not having been joined in their suit, but as they will be tried at the ensuing Hereford Assizes, and as the papers will be very voluminous, Mr. Jones takes the liberty of leaving this case for the perusal of Mr. Pettitt, because it will give him some insight into the question. He also leaves Cop's of the Proceed'gs at present upon the file. Mr. Jones will, if convenient, call upon Mr. P. at nine o'clock to-morrow morning, as Mr. J. is obliged to leave Worcester at 11 to-morrow.

Mr. Taunton is with Mr. Pettitt in these causes.

Case for the Opinion of Mr. Holroyd.

A Consultation is requested with Mr. Taunton on Friday, at 8 o'clock.—5 Guas. and 2 Guas.

J. Gregory, for Jones and Son, Llandovery.

The Report of the celebrated antiquarian, Mr. Illingworth, on the whole history of the Great Forest was also obtained, and that we have given in full in Chapter I.

The usual steps and stages prior to the Cause coming on for trial had been taken, and the case was on the very eve of trial at the Hereford Spring Assizes in 1814, when the defendants were approached by the Crown with the view of arranging a settlement.

Mr. Thomas Bold, Sir Charles Morgan's solicitor, was instructed by Mr. Gilbert Jones, the Crown solicitor, to act as mediator, and to make known the proposed terms of settlement. The defendant's counsel, Messrs. Holroyd and Taunton, considered the terms fair, and recommended their acceptance. The history of the case, and of the negotiations which led up to the withdrawal of the suit and to a settlement, is clearly set forth in the Bill of the solicitors for the defence, which we here give :—

## THE CROWN V. WATKIN LLOYD AND ANOTHER, COMMONERS. 1813.

## SOLICITORS' BILL, £501 15s. 1d.

The Crown asserted that the Commoners had no legal commonable rights, but if any rights at all, only the ordinary levant and couchant rights. And on the Crown agreeing to allow the levant and couchant rights, the Commoners abandoned their larger claim to having unlimited commonage.

And the Plea was withdrawn by the Crown.

The subjoined Bill of the Solicitors, Messrs. Powell and Jones, of Brecon, gives a full history of the case.

1813.

June. The Crown having commenced actions against Mr. Watkin Lloyd, of Nantgwarred in Llywell, and Mr. Dav'd Jones, of Tymawr in Defynnock, for the purpose of litigating the Rights of Common upon the said Forest claimed by them and the other proprietors and occupiers of Lands in the Lordship of Brecknock, and Mr. Lloyd having employed Messrs. Edwd. Jones and Son, of Llandovery, to appear to the action brought against him, and Mr. Dd. Jones having given similar directions to Messrs. Powell and Jones, of Brecon, as to his action.

5th. Mr. Lloyd and Mr. Jones' Sol'rs attendance at a meeting held at Defynnock this day for the purpose of taking into consideration the propriety of defending such Actions, when long Resolutions were prepared and entered into, by which E. Jones and Son and Powell and Jones were directed to take the joint conduct of this Business . . . . .	£	s.	d.
	4	4	0
Attendance upon the respective Defts' conferring and advising as to their different Rights of Common, taking down their statements, etc. . . . .	2	2	0

## IN THE KING'S BENCH.

THE KING on the Prosecution of the ATTORNEY-GENERAL, *v.* DAVID LLOYD, Gent., By Information, For Intrusion on the Great Forest of Brecon, in the County of Brecon.

Easter Term, 1813.

Inst'tions and Warr't to Defend, Duty, and filing . . . . .	0	12	0
Paid for office Copy Information, fo. 9 . . . . .	0	9	9
Close Copy thereof . . . . .	0	3	0
Postage of Letter with same into the Country . . . . .	0	1	10
Paid entering appearance . . . . .	0	6	8
Term Fee, etc. . . . .	1	1	0

THE KING on the Prosecution of the ATT'Y.-GEN'L., *v.* DAVID JONES.  
Easter Term, 1813.

The like Charges of this Term herein . . . . .	2	14	3
17, 18, 19, 24, 25. Clerk's Journey round Penderrin, Ystradvelltey, Ystradgunlais, Llywell, etc., with the Resolutions obtaining the Signatures of those persons who did not attend the Meeting. Out these days . . . . .	5	5	0
Paid his Horse hire and Expenses . . . . .	3	3	2
23. It being understood that the Rev. Mr. Payne, of Lanbeder, had several old Papers in his custody relating to the Forest which he had received from the late Mr. Henry Williams, of Crickhowell, who been employed in former action as to the Forest. Clerk's Journey to Lanbeder, when he perused several Papers respecting the Business, and brought some of them with him . . . . .	1	1	0
Paid his Horsehire and Expenses . . . . .	0	15	9
June 21. Attendance this day upon Mr. Phil. Morgan, perusing the Old Papers in his possession, examining him and taking down the whole of his statement. Making a fair copy thereof . . . . .	2	2	0
Attendance upon Mr. Thos. Bold, requesting a copy of an old document in his possession . . . . .	0	6	8
Paid his Charge . . . . .	0	14	11
Paid him also for a List of the Parishes, etc., in the Lordship of Brecon . . . . .	1	0	0
26. W. P. and E. J.'s Junr's attendance at Defynnock this day, where they examined a great Number of Witnesses and took down their respective statements . . . . .	4	4	0
Paid their Expenses there, and for given to Witnesses . . . . .	1	3	0
Carried over . . . . .	£31	10	0

	£	s.	d.
Brought over	31	10	0
June. Paid Messenger for going to Penpont for some old papers, and from thence to Mr. Phil. Morgan's, to request him to come to Brecon	0	5	0
Attending taking Inst'tions for the Articles prepared in pursuance of the Resolutions entered into at the Meeting of the 15th June	0	13	4
Drawing Draft Articles, fol. 30. Fair Copy and Ingross of same	3	0	0
Paid for Stamps, Parchment, etc.	2	18	6
Clerk's attendance upon a great Number of Subscribers obtaining their Execution of the Articles. Paid his Horsehire and expenses	3	3	0
Writing letter to Agent to desire him to retain Mr. Taunton and Mr. Petit on behalf of the Def'ts	0	5	0
Ret'r Fee to Mr. Taunton and Cl'k for Lloyd	1	3	6
Attend'g him	0	6	8
Fee to Mr. Petit and Clerk for same Def't.	1	3	6
Attending him	0	6	8
The like Charges for Ret'rs as to Def't Jones	3	0	4
As the Sol'rs for the Crown were pressing for the Def'ts Pleas in the Actions brought in Order that the Causes might be tried at the then ensuing Hereford Assizes, and the time allowed for putting the pleas in was extremely short, and as it was understood that the right claimed to turn to the great Forest depended on a grant of King Rich'd the 3rd and an Inspeximus of King Henry 8th, it was deemed advisable that one of the Sol'rs should go to London to search for those Documents, and any others that could throw light upon the Bus's, and lay the result before Counsel. E. J. Jun'r's Journey to London for that p'pose; his attendance there and Journey home, out from the 27th of June to the 19th of July, 1813, both inclusive. Paid his Coach hire up and down and expenses in London, including Coach hire, etc., etc., at £4 4s. p. Day	96	12	0
It being necessary to engage Mr. Illingworth, one of the Record Officers at the Tower of London, to assist in the search and to make translations and transcripts of the several old Documents which related to the Bus's Paid his Charges for the same and for his Report, as per Bill and Rec't	169	3	4
The result of the search being that there never was a Grant from the Crown of the Rights claimed to turn upon the Forest, but that there had been an Ind're. under the Privy Seal only of King Richard the 3rd, wherein the usages of Common Rights on the Forest by the Inhabit's of the Lordship of Brecknock was recognized, and that the Inspeximus of King Henry the 8th referred only to such Ind're., It was deemed necessary to lay a case setting forth those Documents and others found by Mr. Illingworth and Mr. Edwd. Jones, Junr., together with a Statement of the several circumstances and evidence collected in the Country before Mr. Holroyd and Mr. Taunton for their joint opinion, as well as to advise upon the proper pleas to be put in—Inst'tions for Case	0	13	4
Drawing Draft Case and making 2 fair Copies thereof. 22 Brief Sheets	14	13	4
Fee to Mr. Holroyd and Clerk	5	12	6
Carried over	£334	10	0

	£	s.	d.
Brought over	334	10	0
June. Attending him by Agent	0	6	8
Fee to Mr. Taunton with Case	3	3	0
Paid his clerk	0	5	0
Attending him by Agent	0	6	8
Attending fixing Consult'on (by Agent)	0	6	8
Fee to Mr. Holroyd on consultation with Mr. Taunton	2	2	0
His clerk	0	7	6
The like to Mr. Taunton	2	2	0
Attending Consultation	0	13	4
It being the joint and decided opinion of Mr. Holroyd and Mr. Taunton that all the Documents discovered were no evidence of any Grant from the Crown of the Rights claimed, and that the Defence in both actions sho'd only rest upon the user, and as such user could not in Law exceed Rights of Common Levancy and Couchancy, Instructions for plea accordingly as to the Action ag't Jones			
	0	6	8
Drawing Draft plea, fo. 25	1	5	0
Drawing Draft Statement of facts and making a fair copy thereof (6 Brief Sheets) to lay before Mr. Chitty, the special Pleader, together with the Draft of the plea for his Settlement			
	3	0	0
Fee to Mr. Chitty	1	11	6
Attending several Conferences with him at different times (Agent's Charge)			
	0	13	4
Paid him Conference Ffees	1	1	0
As Mr. Chitty wished to have a Consultation with Mr. Holroyd before he settled the Pleas,			
Attending on Mr. Holroyd and Mr. Chitty, fixing time for the Consultation on the plea (by agent)			
	0	6	8
Fee to Mr. Holroyd on Consultation	2	2	0
His Clerk	0	7	6
Fee to Mr. Chitty on Consultation	2	2	0
Agents' attendance upon Consultation	0	13	4
Fee to Mr. Chitty revising pleas as agreed upon at the Consultation	0	10	6
Fee to Mr. Holroyd to peruse and finally approve of and sign plea	1	1	0
His Clerk	0	2	6
Attending him	0	6	8
Fair Copy plea for Clerk in Court	0	8	4
Close Copy sent	0	8	4
Porterage, Booking and Carriage of Parcel with Papers into the Country			
	0	4	8
Booking and Carriage of Parcel back to London			
	0	4	8
Paid Clerk in Court Ingross of Plea and Remembrancer's ffee	0	14	6
Paid him for Parchment and Duty	0	2	4
Carried over	361	15	4

	£	s.	d.
Brought over	361	15	4
June. Paid filing plea	0	3	4
Paid Inrolling it	1	13	4
Charge as to the plea in the action against Lloyd	6	19	2
Paid for Office Copy, Replication and new assignment Duty, etc., fo. 12, as to the action ag't Jones	0	13	0
Close Copy sent	0	4	0
Postage of Letter from Agent with same	0	1	10
July. Letters to Def'ts requesting them to meet E. J. Junr. and J. J. at Treacastle upon the Business	0	7	0
Paid Messenger for carrying same	0	2	0
31st. E. J.'s Junr. and J. J.'s attendance at Treacastle this day	4	4	0
Paid Expenses	1	9	6
Inst'ions for Rejoinder in the Action against Jones	0	6	8
Draw'g Draft Rejoinder, fo. 35	1	15	0
It being deemed advisable to have a Consultation with Counsel previous to putting in a Rejoinder to the Replication and new assignment on the part of the Crown, and Mr. Holroyd having gone on the Northern Circuit and Mr. Taunton having gone on the Oxford Circuit and then at Worcester—J. Jones' Journey to him there for that purpose—out 5 days	10	10	0
Paid his Coach hire and expenses	7	10	0
Fee to Mr. Taunton with Rejoinder, £2 2s., his Cl'k 2s. 6d.	2	4	6
Mr. Taunton wishing to have a Consultation with Mr. Petit, who was at Worcester attending both to fix consultation			
Fee to Mr. Taunton	2	2	0
The like to Mr. Petit	1	1	0
Mr. Taunton's Cl'k	0	7	6
Postage of letter to agent in London from Mr. J. J. at Worcester, with Draft Rejoinder in the action against Jones as settled by Mr. Taunton	0	11	3
Copy thereof for Clerk in Court	0	11	8
Close Copy for the Country	0	11	8
Paid Booking, Portorage and Carriage of Parcel into the country	0	4	8
Paid Clerk in Court Ingrossing	0	17	6
Paid for Parchment and Duty	0	2	4
Paid him filing Rejoinder	0	3	4
Paid Inrolling at	2	6	8
Term fee, etc.	1	1	0
Inst'ions for Rejoinder in the Action against Lloyd	0	6	8
Drawing Draft rejoinder	1	1	0
Agent's Attendance upon Mr. Chitty with same, together with the Copy of the Rejoinder as settled by Mr. Taunton in the Action against Jones	0	6	8
Carried over	411	13	7

		£	s.	d.
	Brought over	411	13	7
July.	Fee to Mr. Chitty	0	15	0
	Mr. Taunton's fee for signing same	0	10	6
	Copy of Rejoinder for Clerk in Court	0	7	0
	Close Copy thereof for the Country	0	7	0
	Booking Portage and Carriage of Parcel	0	4	8
	Paid Clerk in Court Ingrossing rejoinder	0	10	6
	Paid him for parchment and Duty	0	2	5
	Paid him for filing rejoinder	0	3	4
	Paid Inrolling	1	13	4
	Term fee, etc.	1	1	0
It being expected that the Solicitors for the Crown would give Notices to try the two causes at the ensuing Assizes at Hereford, Inst'ons.				
	for Case for Mr. Taunton to advise as to the evidence	0	6	8
	Drawing Draft Case and fair Copy two Brief Sheets	1	0	0
	Carriage of same to town	0	5	0
	To Mr. Taunton with Case	2	2	0
	Attending him with and for same	0	13	4
	His Clerk	0	2	6
	Paid Carriage of Case and opinion back from London	0	5	0
	Attending examining 14 Witnesses at different Times, and taking down their respective statements	4	13	4
	Paid Mr. Jeffreys for attending to be examined	0	5	6
	Paid Morgan Morgans for his Attendance	0	2	6
	To other Witnesses for their attendance	2	2	0

1814.

Febry.	Mr. Thos. Bold having delivered to us an Extract of a Letter to him from the Solicitors of the Crown, wherein they proposed that if the Defts. in the Actions would enter a Retraxit of their Pleas of Not Guilty as to the Intrusions alleged to have been committed by them with other Cattle than their own, and Confess Nominal Damages thereon, That the Crown would enter a Retraxit of their Replications, and admit the prescriptions set up by the Defts., and would also enter a nolle prosequi as to so much of the New Assignments as was covered by the Defts. Justifications under the Rights of Common claimed by reason of vicinage			
	Perusing and considering such Letter	0	13	4
	Making 3 Copies thereof	0	6	0
	Writing Letter with one Copy to Marquis Camden	0	5	0
	The like to Sir Chas. Morgan	0	5	0
	The like to Mr. Williams of Penpont	0	5	0
	Carried over	431	0	6

	£	s.	d.
Brought over	431	0	6
Feby. Lord Camden, Sir Chas. Morgan, and Mr. Williams, having agreed with us in opinion that Mr. Holroyd and Mr. Taunton should be consulted as to the Propriety of acceding or not acceding to the Proposal on Behalf of the Crown, Inst'ions. for Statement to lay before those Gentlemen	0	13	4
Drawing Draft Statement 9 Brief Sheets and making 2 fair copies thereof	6	0	0
Making 2 Copies of Pleadings to accompany same, 11 Brief Sheets	3	13	4
Letter and Booking Parcel with papers to agent	0	5	2
Paid Portorage and carriage of Parcel	0	5	0

## HILARY TERM, 1814.

Fee to Mr. Holroyd	5	5	0
His Clerk	0	2	6
Attending him	0	6	8
The like to Mr. Taunton, his Clk., and attending	5	14	2
Attending them fixing Consultation	0	6	8
Paid Mr. Holroyd Consultation Fee and Clk.	2	9	6
The like to Mr. Taunton	2	4	6
Attending Consultation	0	13	4
Mr. Bold having again called upon us for a written Answer to the proposal on Behalf of the Crown, and the Counsel not having then given their Opinion, Attending Mr. Bold, informing him of the cause of the delay	0	6	8
Mr. Bold having recommended us to write to Mr. Gilbert Jones (one of the Solrs. for the Crown) upon the Bus's. Writing to him accordingly, and making a Copy of our Letter to keep	0	5	0
Portorage, Booking, and carriage of Parcel with Papers from Agent	0	4	10
As to the Action against Lloyd.			
Paid Clerk in Court for Copy Notices of Trial	0	1	0
Copy sent	0	1	0
The like charges as to the action against Jones	0	2	0
March. Tho' Mr. Holroyd and Mr. Taunton were of Op'n. that the Terms proposed by the Crown ought to be acceded to, Yet we were desirous of obtaining the opinion of the princ'l. persons interested before We gave a decisive answer to the Solicitors for the Crown. Writing letter to Mr. Gilbert Jones requesting him to countermand the Notices of Trial which had been given, and Copy to keep	0	5	0
Letter on the Subject to Mr. Ward (Lord Camden's Sol'r.)	0	5	0
Letter and paid Booking Parcel to agent with Papers	0	5	2
Paid Carriage and Portorage thereof	0	4	8
Agent's Attendance upon Mr. Ward, who also recommended the Terms to be acceded to	0	6	8
Carried over	461	6	8

	£	s.	d.
Brought over	461	6	8
March. His attendance also upon the Solrs. for the Crown, when they positively refused to countermand the Notices of Trial unless We gave an undertaking to accept of the Terms	0	6	8
Paid Postage of Letter to that Effect from Mr. Gilbert Jones	0	0	11
There being no probability (from the shortness of time) of calling a Meeting of all the Commoners to ascertain their sentiments upon the Subject, and considering the Opinions of Mr. Holroyd and Mr. Taunton, as well as the princ. persons interested whom We had been able to consult, We thought it our duty to give the undertaking required by the Solrs. for the Crown.			
Drawing such Undertaking accordingly	0	6	8
Making two fair Copies	0	6	8
Writing to Agent with undertaking	0	5	0
His Attendance upon Mr. Gilbert Jones who approved of it, and gave Countermands of the Notices of Trial	0	6	8
Copies of Notices of Countermand as to Deft. Lloyd	0	2	0
Term Fee, etc.	1	1	0
The like Charges in the Countermand as to the action against Jones	1	3	0

1814.

May, June	Mr. E. Jones, Junr., being in London, various atts. by him at different times upon Mr. Gilbert Jones, Mr. Ward, and Mr. Leach (Sir C. Morgan's Solr.), conferring as to the different plans proposed by the Crown for ascertaining who were entitled to Rights of Commons upon the Forest, when at last Mr. Gilbert Jones stated to Mr. E. Jones, Junr., as the final determination of the Crown, that they would apply for an Act of Inclosure	10	10	0
	Drawing out a List of the names of the Subscribers, with a statement of their respective Land tax Rates, the same being very long and intricate, and making a fair copy thereof	5	5	0
July	It having been determined upon to call a meeting of the persons interested, Drawing Notice of a meeting at the Bull's Head Inn in Devynnock on the 17th August next, and making a fair Copy thereof for Printer	0	6	8
	Attending Printer therewith, and requesting him to print 200 Copies thereof	0	3	4
	Paid him for same	0	16	0
	Paid for posting same and distributing them among the subscribers	0	14	4
Aug. 17th	W. P. E. J., Junr., and J. J.'s attendce. at the meeting at Devynnock this day, when long Resolutions were prepared in answer to the proposals submitted to the Meeting by Mr. Thos. Bold on behalf of the Crown	3	3	0
	Paid expenses	0	16	6
	Making fair copies of the proposals and Resolutions for Marqs. Camden and Sir Chas. Morgan, and writing to them with same	0	13	4
	Carried over	487	13	5

	£	s.	d.
Brought over . . . . .	487	13	5
Aug. Making another Copy of the Resolutions, and writing to Mr. Gilbert Jones therewith . . . . .	0	6	8
Also another Copy for the Printer, and attending him with same . . . . .	0	6	8
Paid him for printing 100 Copies thereof . . . . .	1	4	0
Distributing same . . . . .	0	13	4
Writing a great number of Letters, several attendances in the Country not before charged. Paid Postage and Carriage of a great Number of Letters and Parcels. Paid Messengers, also a great deal of trouble throughout the Business, for which we charge . . . . .	10	10	0
Drawing out this Bill and making fair Copies thereof . . . . .	1	1	0
	<u>£501</u>	<u>15</u>	<u>1</u>

It will be seen by the above entries that not only was the lawsuit disposed of and settled, but that the Crown had resolved to abandon their proposal of sale of the Great Forest, and to proceed by way of inclosure by an Inclosure Act.

The terms on which such Inclosure Act should be based appear to have been discussed between the solicitors on both sides, and eventually Mr. Thomas Bold was authorised by the Crown to lay definite proposals before the Tenants of the Forest for their acceptance.

The following is the notice convening the meeting :—

“ALL PERSONS interested in this Common are requested to meet at the Bull’s Head, in Devynock, on Wednesday, the 17th day of August next, between the Hours of Twelve and One, to take into consideration a Proposal made on Behalf of the Crown, for adjusting the matters in controversy between them.

“Dated the 25th day of July, 1814.

“POWELL and JONES, } Solicitors.”  
“E. JONES and SON, }

Accordingly, on the 17th August, 1814, a meeting of the Forest Tenants or commoners was convened as above, to consider the altered position and the proposals made by Mr. Thomas Bold on behalf of the solicitor of the Crown for carrying out an Inclosure Act. We have already, on page 39, vol. i, given a copy of the proceedings, but in order to preserve the sequence of the narrative, we have printed it again, especially as we attach the greatest importance to paragraphs marked *a* and *b*, as declaring the bargain made after, and to stay litigation and all further proceedings, and which was intended as an honourable as well as binding compact to be observed by both parties.

“At a meeting of the different persons entitled to rights of common upon the Great Forest of Brecknock, held at the Bull’s Head Inn, in the village of Devynock, in the county of Brecon, on Wednesday, the 17th day of August, 1814, Penry Williams, Esq., in the chair,

“Mr. Thos. Bold having submitted to this meeting certain proposals made by the solicitors for the Board of Works, for inclosing the Great Forest.

“Resolved, that this meeting consent to the first proposal.

“Resolved, also, that this meeting cannot consent to the second proposal, because they think that the Crown must see the propriety of there being a surveyor as well as a commissioner, on behalf of the commoners.

“Resolved, also, that this meeting consent to the third proposal upon the following conditions:—

“That previous to any division of the waste land of the Forest, under the provisions of the intended Act, a certain portion of the same, equal in value to the sum required, be taken out and sold—In the first place to defray the expenses of obtaining, passing, and carrying the Act into execution to its termination; and in the next place, for bearing the expense of forming, making, and fencing out the roads, bridges, etc.

“Also, that an allotment may be made in lieu of tithes.

“And, that those parts of the common containing limestone quarries shall, at the discretion of the commissioners, be left open for the use of the future tenants of the Crown and the commoners as at present enjoyed.

- (a) Then that one moiety shall be allotted to His Majesty, freed and discharged from all rights of common, and other rights or claims whatsoever of the occupiers or owners of any adjacent messuages, lands and hereditaments.
- (b) And, that the residue thereof be divided amongst the persons having rights of common or other rights on the Forest, freed and discharged from all forestal or other dues, duties, or payments whatsoever.

“Resolved, that a committee, consisting of Marquis Camden, Sir Charles Morgan, Bart., Penry Williams, Esq., Edward Morgan, Esq., Thomas Harcourt Powell, Esq., Hugh Bold, Esq., the Rev. Thomas Watkins, clerk, the Rev. Thomas Powell, clerk, William Vaughan, Esq., David Lloyd, Esq., John Downes, Esq., Phillip Morgan, Esq., Watkin Lloyd, Esq., — David, Esq., and Thomas Powell, Morgan Morgan, and Griffith Rees, gentlemen, be appointed to arrange with the Crown the terms of the intended Bill; and that such committee be requested to attend to the progress of such Bill in Parliament; and that any three of them be competent to act.

“Resolved also, that such committee do settle the bill of the solicitors for the business hitherto done, and order a rate upon the subscribers according to the land-tax assessment for the payment of the same.

“Resolved that the thanks of this meeting be given to Richard Mansell Philipps, Esq., for his attendance at this meeting, and for a suggestion of a plan which will undoubtedly contribute to the benefits arising from an inclosure of the Forest, as well as promote the interest of the public in general.

“Resolved also that the Chairman be requested to sign these resolutions on behalf of this meeting; and the solicitors do get the same printed, and send copies thereto to Marquis Camden, Sir Charles Morgan, Gilbert Jones, Esq., the solicitor for the Board of Woods, and also distribute them among the persons interested in this forest.

“PENRY WILLIAMS, Chairman.

“The Chairman having left the chair,

“Resolved, lastly, that the thanks of this meeting be given to him for his conduct in the chair.”

G. North, Printer, Brecknock.

The above is a copy of the important printed paper issued by the Committee of Commoners the year previous to the passing of the Forest Inclosure Act in 1815. It is a matter of deep regret to me that it did not come into my hands at an earlier period. It would surely have carried conviction to the minds of the Committee of the House of Commons of the merits and justice of the case put before them in 1893 by the Allotment holders in the Bill which they had prepared at great trouble and expense.

TABLE OF DATES, MAINLY RELATING TO GREAT FOREST OF  
BRECKNOCK, 1066 TO 1815.

	Yrs.		Yrs.
1066. William Conq. r. 1066 to 1087 ... ..	21	1556. Mary r. 1553 to 1558 ... ..	5
Battle of Hastings, Conquest of England, Norman Feudalism.		Persecution of Protestants.	
1083-6. Bernard Newmarch b. Breck- nock Castle and Priory, and fd. Great Forest.		1558. Eliz. r. 1558 to 1603 ... ..	45
1087. William Rufus r. 1087 to 1100 ... ..	13	1581. Lease of Great Forest to William Jones.	
Revolt and Invasion of Wales.		1582. Suit agst. Madoc, Buchlyd Forest.	
1100 Henry I r. 1100 to 1135 ... ..	35	1603. Jas. I r. 1603 to 1625 ... ..	22
1122 and 1134. Campaign in Wales and Revolt.		1617. Grant of Duke of Buck', Brecon Lordship, to Sir F. Bacon, in trust for Prince of Wales ... ..	99
1135. Stephen r. 1135 to 1154 ... ..	19	1625. Charles I r. 1625 to 1640 ... ..	15
1154. Henry II r. 1154 to 1189 ... ..	35	1631. Sale to Collins and Fenn (Great Forest excepted) of the reversion in trust for Sir Wm. Russell.	
1189. Richard I r. 1189 to 1199 ... ..	10	1633. Sir Wm. Russell released Brecon Lordship to Earl Pembroke.	
1199. John r. 1199 to 1216 ... ..	17	1639. Earl Pembroke sold to Thomas Morgan.	
1215. The Great Charter			
1216. Henry III r. 1216 to 1272... ..	56	1640. Civil War, 1640 to 1650 ... ..	9
1268. Owen ap Gryffyth owned as Prince of Wales.		1649. Charles executed.	
1272. Edw. I r. 1272 to 1307 ... ..	35	1650. Commonwealth, 1650 to 1660 ... ..	10
1282. Conquest of Wales.		1651. Parliamentary Surveys ordered; Great Forest sold to David Morgan.	
1307. Edw. II r. 1307 to 1327 ... ..	20	1660. Charles II r. 1660 to 1685... ..	25
1327. Edw. III r. 1327 to 1377 ... ..	50	Restoration. Estates restored to Crown, and owners. Clergy reinstated.	
1377. Richard II r. 1377 to 1399 ... ..	22	1662 The term of 99 years in Brecon Lordship became vested in Thomas Morgan, Esqre., sub. to a fee-farm rent.	
1399. Henry IV r. 1399 to 1413 ... ..	14	1688. Jas. II r. 1685 to 1688 (deposed) ... ..	3
1400. Revolt of Owen Glendower.		1689. Wm. and Mary r. 1689 to 1702 ... ..	13
1413. Henry V r. 1413 to 1422 ... ..	9	1694. Lease of agistment of Great Forest to Wm. Morgan for 31 years.	
1422. Henry VI r. 1422 to 1461 ... ..	39	1702. Anne r. 1702 to 1714 ... ..	12
1461. Battle of Mortimer Cross.		1714. Geo. I r. 1714 to 1727 ... ..	13
1461. Edw. IV r. 1461 to 1483 ... ..	22	1724. Lease by Prince of Wales to Wm. Morgan, of Tredegar, of ag't of Great Forest for 31 years, at £20 6s. 8d.	
1482. Harry, Duke of Buck., gave free pasturage on Buchlyd Forest.		1727. Geo. II r. 1727 to 1760 ... ..	40
1483. Edward V murdered ... .. 77 days.		1760. Geo. III r. 1760 to 1820 ... ..	60
1483. Richard III r. 1483-5 ... ..	2	1770. Lease of ag't of Great Forest to Thomas Morgan.	
1483. Reduced the Forest Cyfryve from 3d. to 1d. per head of Cattle.		1784. Hill Causes of Great Forest tried.	
1483. Duke of Buck. insurrection.		1787. Fee-farm of Brecon Lordship sold.	
1483. Ely Tower plot.		1792. Last prosecution of Noncon. Ministers in co. Brecon.	
1483. Battle of Bosworth.		1799. Forest mills sold.	
1485. Henry VII r. 1485 to 1509... ..	24	1801. Lease of Great Forest to Thos. Morgan expires.	
1509. Henry VIII r. 1509 to 1547 ... ..	38	1813. The trials of 1813 and terms of settlement between the Crown and the Forest tenants.	
1520. Edward, Duke of B.'s, trial, exe- cution, and forfeiture of estates, in- cluding Brecon Lordship and Great Forest.		1815. Passing of Inclosure Act for the Great Forest, based upon these terms.	
1536-9. Reformation; King head of Church; abolition of greater and lesser monasteries.			
1536. <i>Valor Eccl.</i> made.			
1536. Division of Wales into shires.			
1536. Courts of Great Sessions formed.			
1539. Confirmation of the grant of Great Forest privileges made by R. III.			
1541. Foundation of Ch. Coll., Brecon.			
1547. Edw. VI r. 1547 to 1553 ... ..	6		
1552. Repairs of Brecknock Castle or- dered.			





*Page 65.*    THE MAEN LLIA ON THE GREAT FOREST OF BRECKNOCK.  
(*View Showing End and Side.*)

## CAP. IV.

## THE FOREST AWARD.

Though a hard bargain had been forced on at the point of the sword, the Crown and the Forest Tenants had now come to a settlement of their serious differences, and it was mutually resolved to co-operate in promoting and obtaining an Act of Parliament to carry out the agreement. Mr. Thomas Bold and Mr. John Jones, both solicitors of Brecon, the former, though Sir Charles Morgan's Agent, acting for the Crown, and the latter for the Tenants, were employed locally for this purpose, and it will be seen later by the accounts a sum of £500 was paid them for their services.

When, however, the Bill was before Parliament, the following important letter was written by Col. Wood to Messrs. Powell and Jones, Solicitors, Brecon :—

“ 17, Albemarle St.,  
“ April 24, 1815.

“ Dear Sirs,

“ The Brecon Forest Bill has been read *pro forma* a Second Time. We shall go into Committee in about ten days.

“ Would it be more acceptable to the country in general, if the Government were to inclose the 2000 acres under the Statute of Merton, and give up the General Inclosure of the Forest. I think I could effect this, if it is desirable.

“ Will you talk over the subject with Mr. Williams (Penpont), Mr. Lloyd (Blaen-clydach), etc., before you come up ?

“ Believe me,  
“ Most truly yr's,  
“ (S'd) THOS. WOOD.

“ Messrs. Powell and Jones,  
“ Solicitors, Brecon.”

We have little doubt, though no record is extant, that this suggestion was not favourably entertained by Mr. Williams of Penpont, and those Tenants of the Forest whom it was possible to consult at short notice; and we are not surprised at this, as it was a one-sided proposal, the Crown taking 2,000 acres and giving up nothing. At any rate, our papers contain no further reference to the proposal, and the proceedings in Committee of the House passed through the various stages.

The Act, 55 Geo. III, Cap. 190, received the Royal Assent on July 11th, 1815. It is evidently based upon, and carries out completely, the terms of compromise and of agreement come to between the Crown and its Tenants previously, and we can only refer here to the provisions of the Act to a slight extent.

Section I is important. It provides that the whole of Section 27, in the Act of 48 Geo. III, Cap. 73, is repealed; and by Sect. 2 it is enacted “ That it shall and may be lawful for the Commissioners, etc., for the time being, with the approbation of the Lord High Treasurer, or of two Commissioners of His Majesty's Treasury for the time being, or any three or more of them, to contract and agree for the sale of, and absolutely to make

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sale and dispose of all such part or parts of the said Forest, as shall be set out or allotted unto His Majesty, His heirs, or Successors, under or by virtue of this act, or of any powers or authorities herein contained, or of so much or such parcels or portion thereof, as they the said Commissioners of His Majesty's Woods, etc., shall think it expedient, and of all his Majesty's Rights and Interests in and to the same; and of all the Rights of His Majesty, His Heirs and Successors, of, in, and to all mines of Coal, Lead, ores, metals, and minerals whatsoever in or under the said Forest or any part thereof hereby reserved to his Majesty, His Heirs, or Successors, and of all powers of searching for, working, digging, raising and carrying away such Coal, Lead, ore, metals and other minerals for the best prices or consideration in money, which the said Commissioners of Woods, etc., shall be able to procure for the same, and that all and every sum of money arising are to be paid to the Bank of England to the Account of the Commissioners of Woods, etc."

This Section has been closely scrutinised by Counsel, and the opinion arrived at is that while the Crown by the Section now repealed had been given general powers of sale, this Section confers power only on the Crown to sell the whole or part of the Forest land specially allotted as its share, and to sell the minerals under the whole of the Forest or under any part of it, but that no power has been given to the Crown to sell anything outside those particular properties. If, therefore, the Crown has sold anything like tithes, tithe allotments, or supposed manorial rights, it has acted *ultra vires*, and exceeded the powers of sale conferred by statute. The intention of the Act being to divide the Forest equally between landlord and tenants, this limitation of sale powers to the Crown share is proper and consistent.

And Section 11 of 58 Geo. III, cap. 99, carries the matter no farther, and we cannot see where the power is derived to sell any other rights or interests than those specified; and indeed it is difficult to imagine how the Crown's advisers came to believe that the Crown had any such rights, at least such as could be safely sold, as the opinion of the law officers of the Crown on the ownership of the tithe, which we shall give later, left that question in a position of great uncertainty. Probably the explanation is the old one: fresh advisers to the Crown had come on the scene, not well informed of the previous history of the case.

We must now give the recorded views of the Commissioners of Woods, etc., on the proceedings that had taken place since the date of their last Report, including the great event of the passing of the Forest Enclosure Act:—

"REPORT II, PAGE 27, A.D. 1816.

"According to the intention mentioned in our first report, we were about to proceed under the authority of the Act of the 48th of the King, Cap. 73, to take measures for selling by Auction the entire interest of the Crown over the Great Forest of Brecknock, and with that view we have caused the same to be divided into seven Lots, which were set out and measured by Mr. Hassell, an eminent Land Surveyor in that part of the country. But finding that a great impediment to the sale would arise in consequence of a claim set up by the Homagers to depasture an unlimited number of cattle on the Forest, we thought it expedient to suspend our proceedings, until the question involved in that claim could be determined by an issue at Law.

"An information in the Court of Exchequer was accordingly filed, upon which the parties very soon relinquished their claim to the extent above mentioned, and agreed to confine it to the right to depasture as many cattle as they could maintain in winter in their respective occupations.

"After this important point was settled, it was deemed, on full consideration of all the circumstances of this Forest, that instead of selling the rights of the Crown, subject to the claims of the Commoners, limited and defined as they were to the extent above mentioned, it would be more desirable to adopt the course followed with respect to Exmoor Forest, and to separate entirely under the authority of an Act of Parliament the rights and interests of His Majesty from those of the Freeholders and Commoners. For this purpose an Act was passed in the last Session (Cap. 190), by which so much of the Act of the 48th

of the King as related to the Sale of the interest of the Crown over this Forest was repealed, and Commissioners were appointed for dividing and allotting the Forest, who are required, after setting out allotments for repairs of roads, watering-places for cattle, places for public limestone quarries, to be sold for payment of expenses, and in lieu of Tithes, to allot to His Majesty one full moiety of all the residue of the Forest.

"In this Act, and in that for the division and enclosure of the Exmoor Forest, provisions are contained for authorising the Sale of the Allotments, which by virtue thereof shall be made to His Majesty, and to place the produce of such Sale to the account at the Bank standing in the name of the Commissioners of His Majesty's 'Woods and Forests and Land Revenues,' being the Woods and Forests Fund. If, therefore, it shall be found inexpedient after a due enquiry and investigation to retain any portion of those Forests for the purpose of planting, the produce of such Sales may be employed in the purchase of Woodlands more conveniently situated and better calculated for that object."

It will be observed that the Commissioners rather boast of a victory over the Tenants in the abandoned lawsuit, which was hardly the case, we think; and then proceed to make two statements, important in the interests of the Commissioners of Woods, etc., that they only sought power to sell the allotment made to the Crown, and "to separate entirely the rights and interests of His Majesty from those of the Freeholders and Commoners." This, in fact, was the spirit and intention of the bargain made on August 14th, 1814, and the aim of the Act of Parliament then passed in consequence, and to this declaration it is only fair the Crown, and all claiming through it, should be held to-day. The Crown has had its moiety of the Forest, free of all interference by the tenants, while the tenants have been perpetually interfered with in the enjoyment of their moiety, and still are, by the Grantee of the Crown. This should not be. The Crown should keep its plighted word. But, to resume:—

The Inclosure Act having been passed, two Commissioners were appointed, Mr. John Cheese of Lyonshall, an old servant of the Crown in many an inclosure business, and familiar with Wales, and well known, I think, to Mr. Penry Williams of Penpont; and Mr. Henry de Bruyn, of whom we know nothing, except that his address was in London. Whether both were the Crown's nominees I cannot tell, but probably they were so, as at that period the Crown was employing a number of agents in the Inclosure of Exmoor and Delamere Forests, and could readily find a competent person, and one whom they could trust to safeguard their interests. The surveyors, two in number, were Mr. David Davies, of Llangattock, a local man of great eminence, and who was probably responsible for the main part of the Survey, and Mr. Wharton, of whom nothing is known.

We have no fault to find with either Commissioners or Surveyors as regards the work done, except that they took an enormously long time over it, and wasted time and money to a positively shameful extent. It was evidently thought to be a good paying job, and once appointed, the Commissioners were masters of the situation, and subject only to the audit of two Justices of the Peace—the Revd. T. J. Powell, of Cautref, and Mr. George Jones Bevan (who appear to have always acted as auditors, except at the first audit), they drew by cheque from the bank what money they liked, and incurred what expenses they chose, so that with the surveyors and local solicitors well assisting, a total cost for the Inclosure of about £16,000 was incurred! And the result, what? An abortive and incomplete Inclosure scheme, with an award, and a very small scale map of the Forest! That is all we have to show to-day for this enormous expenditure! And this extravagance had one disastrous effect. There was no money in hand; and to meet the expenses, the very best parts of the Forest were sold off, or rather lopped off, like branches of a truncated tree. The Forest was first sadly mutilated, and irretrievably injured, before it was split in twain for the equal division between Crown and Tenants. However, the account, which shall be given later, speaks for itself.

The Survey fund was started by a cheque from the Crown to Messrs. Wilkins and Co., bankers, to be drawn upon by Messrs. Cheese and Bruyn, the Commissioners, as required. Very soon, sale after sale of parts of the Forest land were made, chiefly to Mr. Alder, and to some extent to Mr. Christie, both London men, and a few parts to local gentlemen, and

so the fund was kept well supplied with cash. These sales of land soon aroused alarm in the minds of the Forest tenants, and remonstrances were made, but in vain! The Inclosure wheel had been set rolling, and no one could stop it. An indignation meeting was held at Devynnock some time in 1816, but of which I have no record. The situation is, however, described in the annexed letter from Colonel Wood, the County Member, to Mr. John Jones, solicitor, at Brecon. The tenants of the Forest were, it would seem, furious, but helpless, and I must say I think Colonel Wood gave them very bad advice. His letter is dated February 7th, 1816: just about the time when the bitter contest between Col. Wood and Sir Charles Morgan for the county seat began:—

[COPY.]

“ House of Commons,

“ Feb. 7, 1816.

“ Dear Jones,

“ I have only this moment been able to see Mr. Huskisson. He has written to Sir Ch's to say that the Crown are determined to have their Half, and the Commoners may do with their Half what they like. With respect to the Commissioners not meeting, he says he has no power over their proceedings; the Act has invested them with certain Powers, which Powers they must execute, and he neither has nor ought to have any Power over them. The real fact is, that any one who holds out to the Commoners the prospect of stopping the Bill by any memorial or any such measure is deceiving the Commoners, and is really doing their own cause harm, for the more we do to stop it the more we prove the value of it.

“ One resolution of the meeting, however, I think, points out whose door the Commoners are to lay the Bill of Inclosure at. It states that as the *value of landed property is reduced*, it will be more advantageous to the Crown to have their *Annual Rent increased*. Now, who is it that has to this time prevented the Crown's annual Rents from being increased? Why, Sir Chas. Morgan. His Father got a long lease of an emence (*sic*) tract of country for almost nothing. He suffered his agent to make £40,000 by it, keeping the Annual Rent of the Crown *from being increased*; and as the Crown got nothing from the great Forest of Brecon in consequence of the House of Tredegar having got everything from it that could be got, the Crown determined on passing a Bill for enclosing it, and will now take their half and make the most of it, and so would Sir Ch's Morgan if he was in the same situation. He is lord of several manors, and has he ever, having passed a Bill for the inclosure of any manor, left it in common because the Commoners did not like it to be inclosed?

“ Do not let the Devynnock people be humbugged out of trying to work the Bill to their best advantage, and lose all by working Points which the projectors of any meeting must know they cannot carry. The Devynnock people, and every other who have interests in the Forest may depend on my doing the best to serve them on all occasions, and I will press their memorial. But I am sure it will not answer, for Mr. Huskisson tells me he has long since written to Sir Charles to say the Crown are determined to have their *half*. We cannot stop this, but if we really mean to serve them, the best thing to consider is, how the Commoners' half should be disposed of. Keep this quiet just now, and when we get down, instead of getting a meeting to draw up memorials that will do no good, let us get a meeting fairly to see how the Commoners' half can best be disposed of. In my opinion, if this is well disposed of, and the allotments for the different Parishes taken nearest their respective parishes—such allotments being left in common for the Parish—I believe we shall find the great injuries to the parishes may be avoided. I saw Mr. Bacon this morning; he has promised us his support. He goes down next month; he has property in Penderdin, where we may want a little<sup>1</sup> strength. I hope you are in a deep snow; we

<sup>1</sup> Refers to the Election, which both sides were preparing for, of 1818.

have it very deep to-day, and I think the mountains must look pleasant just now. How is the Bart.'s boy? We hear he is born.

"Greetings,

"Yours very sincerely,

"THOS. WOOD."

On one point the Great Forest Inclosure Commissioners were in great doubt whether to deal with the Forest as wholly extra-parochial and free of tithes, except such as might be payable to the Crown, or to treat it as titheable to the various parishes in which the Forest was reputed to be situate.

Consequently, a very elaborate case was prepared, evidently by the Solicitors of the Crown, in which every possible argument in favour of the Forest being wholly extra-parochial is stated. This case was then submitted to the Attorney-General and Solicitor-General, and the following is their opinion :—

#### GREAT FOREST TITHES.

##### JOINT OPINION OF ATTORNEY- AND SOLICITOR- GENERAL.

From the Omission of any mention in any old Documents of Brecknock Forest being within any Parish, we think it most probable that the Forest, or the greater part of it, is extra-parochial; at the same time exercise of Parochial acts for a great number of Years as far as living Memory or reputation can go back, would, we think, outweigh the inference to be derived from the Omission of any Description of parochiality in such ancient Deeds.

The circumstance of the persons on this Forest having contributed to the repair of the Roads since the 17th George 3rd certainly does not prove the Forest to be situate in such Parishes to which contributions of repair have been made; nor does payment of poor Rates; because where the boundaries cannot be ascertained, the persons occupying such lands would be liable to such repairs and rates, neither does the payment of Tithes actually prove the Forest to be within the parish to the Tithe owner of which such Tithes have been paid, because the Statute of the 2nd and 3rd Edward 6th, Ch. 13 Sec. 3, would entitle the Tithe owners of the Parish, where the person exercising his right of Common dwelled, to such Tithe; but notwithstanding this, the payment of Tithe is Evidence of the Spot being within the parish to which Tithe is paid, unless there be something to contravene it. Where a Dispute has subsisted between two Parishes as to the line of Boundary, the payment of Tithes to the parish where the Commoner dwelled would not decide the question at all; but it is to be observed that in this case if this Forest is extra-parochial the Tithes have always been due to the King, therefore should have been paid to the King.

Now it does not appear that any Tithes have ever been paid or claimed by the King, so as to set up an assertion of right on the part of the Crown to this District being extra-parochial. There is another observation also to be made, as to the Parliamentary Surveys, which, generally speaking, are very accurate in ascertaining what were the possessions and profits of the Crown, and that is, there is no Notice taken of the Tithes belonging to the Crown, arising from this District, which affords an Argument that this District was not extra-parochial; but the principal Modern Evidence, which will weigh against the Inference to be drawn of this District being wholly extra-parochial from the Lands not being described as being within any parish, is that of Boundaries having been perambulated and according to certain marks and bounds. Though this sort of Evidence is so easily procured, and is always of a doubtful sort, yet where it is clearly ascertained to have taken place for a long time back, and no acts have been done on the part of those who dispute the line of the boundary, it is generally taken as deciding the line.

We are therefore of opinion that where the lines of Boundary are clearly proved to the Commissioners to have been for a course of Years perambulated, they may fairly include the spots within such perambulations as being within the parishes; but where that is not

done, all parts of the Forest should be deemed extra-parochial; and if they pursue this course we do not think it would be advisable to dispute their decision in such cases in which the line of Boundary shall be so proved; but it will be right to support their Decisions in all cases where, for the want of such proof they decide the spot to be extra-parochial; and in cases where they shall decide any parts of the forest to be Parochial, which are not clearly within the line of such Perambulations, it will be right to try the Question in an Issue.

W. GARBOW,  
S. SHEPHERD.

2, Lincoln's Inn.

4th January, 1817.

It will be remembered that in the earlier sales of land, the Inclosure Commissioners had sold land free of tithe, doubtless considering it to be extra-parochial, but after this opinion was taken, they no longer sold land tithe-free, and even allotted special tithe allotments to make good to the tithe owners the mistake they had originally made.

In the face of this opinion, it is unaccountable to me how the Crown at a later stage claimed, and even sold as their own, the tithes over Forest sale allotments, and even the tithe allotments themselves. But, to resume:—

Col. Wood's letter and intervention by no means allayed the discontent that prevailed, and which threatened to reach a serious height. At this juncture, the Commissioners of Woods and Forests resolved to act independently of the Commons, and accordingly they promoted a Bill in Parliament, entirely at their own expense, to amend the former Act; and the explanation of the reasons for this step will best be given in their own language.

“REPORT III, PAGE 25, A.D. 1819.

“During the proceedings of the Commissioners under the Act of the 55th of the King, Cap. 190, for vesting in His Majesty certain parts of Brecknock Forest, and for the inclosing the said Forest, it was represented to us on behalf of many of the persons entitled to rights of Common over that Forest, that the expense of executing so much of the Act as related to the dividing, allotting, and enclosing the portions of the waste to which they might be respectively entitled, would be in many cases so great as to exceed the value of the Allotments; that though they had concurred in the provision in the first instance, and which indeed had been adopted at their request, they had not foreseen that the expenses attending it would have been so great, nor had they calculated on the depreciation in the value of Waste Land which had since taken place; and that under these circumstances they requested our concurrence in stopping all further proceedings in execution of the Act.

“Being clearly of opinion that it would not be expedient entirely to suspend the execution of the Act, but that it was material to the interests of the Crown that it should be proceeded in to the extent of allotting and awarding to His Majesty the moiety of what should remain after sufficient had been sold to defray expenses, we acquainted the parties who had applied to us that, provided this was accomplished, we saw no objection to its being left to the option of those who were interested in the remainder, either to divide it in severalty according to their respective rights and interests, or to hold it in common.

“It was therefore agreed to propose a Bill to Parliament for repealing so much of the Act of the 55th of the King, Cap. 190, as related to the division and enclosure of the moiety to be allotted to those having rights of common, and for authorising a separate award to be made of the Crown Allotment, and for providing that the residue should remain open and undivided.

“That Bill having passed in the last Session of Parliament (58 Geo. III, Cap. 99), the Commissioners for the Inclosure of this Forest have since confined their operations to making such a survey and valuation of the Waste as may enable them to set out the Crown Allotment, which we intend to dispose of in the same manner as Exmoor, as soon as the Commissioners have made their Award, which they expect to be able to complete in the course of this month.”

The effect of this Amending Act, while making safe of the Crown getting their moiety, and preventing the whole Inclosure scheme ending in an ignominious breakdown, was to simplify the proceedings of the Inclosure Commissioners. They had no longer in view before them the almost impossible task of dividing the residue of the Forest land among a large number of tenants, each separate owner's allotment requiring the construction of an expensive boundary fence, and they had consequently little difficulty in bringing their work to a close. The Amending Act was passed on June 18th, 1818, and on July 19th, 1819, the Commissioners were able to issue their formal General Award on the whole case, and also a Special Award dealing with the Crown's Allotment in particular.

It will be seen that, except the giving increased powers to the Crown to search and dig for minerals in any part of the Forest, and in the land and soil of the Tenants' Allotment (and which is to be construed as an admission that the land and soil of the Tenants' Allotment was vested in the Tenants), no change was made by the Amending Act as regards the division and ownership of the Forest land; the Crown was still to have its moiety free from the claims of the Tenants, and the Tenants were to have the other moiety or residue free from all the claims of the Crown. The only difference made was that the Tenants' moiety was not to be cut up, parcelled out, and divided by fences, but to remain open and undivided for the enjoyment in common of all the Tenants. And further, Mr. John Cheese was empowered to make regulations for stinting the pasturage of the allotment, and to sell part of the land of such allotment, if necessary, to defray the expenses. If this Amending Act is thought by some to weaken the tenure and position of the Tenants as regards their allotment—which I do not think it does—it must be borne in mind that the Act was drafted and passed at the sole instance of the Commissioners of Woods, etc., in the interests of the Crown, and without any opposition being offered by the Tenants, and any attempt to safeguard their rights when the Bill was passing through Parliament. The Tenants had already incurred very great expenses, and the state of weariness and despondency resulting from this long battling for their rights against the Crown was such as to leave them defenceless. Therefore, if any advantage was gained by the Crown over the Tenants by the Amending Act, it is to be regarded as an undue advantage, and obtained by improper means, and under *duress*.

During the progress of the inquiry before the Commissioners, every landowner was called upon to make strict proof of his right of pasturage, etc., and to what extent such rights had been exercised by him, and also to produce his estate plans and maps, if there were any in existence, and in some cases to have plans made, all of which was attended with much expense.

The only serious dispute was that of Mr. Powell, of Cwmpadest, in the Crai Valley. He maintained that 240 acres of land abutting on the mountain was his private freehold, whereas the Inclosure Commissioners held it to be part of the Forest waste land. The cause came on for trial at Hereford near the close of the Inclosure Inquiry, and as the result was not then known, special provision had to be made, and this, it will be seen, was done. The verdict was in favour of Mr. Powell as against the Crown and Commoners, and to cover the costs of the action another 600 acres of the Forest land had to be sold, and another 240 acres given to the Crown in lieu of that which had been allotted to them, but which was now found to be the property of Mr. Powell.

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It had been our intention at this point to print *in extenso* the Commissioner's General Award, and also the Special Award of the Crown Allotment, but the documents are so lengthy that we have reluctantly abandoned that part of our plan. It would be simply drowning and swamping our historical narrative to do so, and we think it better to have these documents printed and added as an Appendix to these papers. And it may be stated that printed copies of the General Award, though very few in number, are in existence, and probably accessible to those who would care to examine the same in detail; and we hope at the same time, at the conclusion of our task, to give a list corrected up to date of the present allotment-holders.

It is, however, practicable to give here a few of the provisions of the Amending Act of 58 Geo. III, cap. 99 :—

58 GEO. III, CAP. 99, SECT. 12.

“And be it further enacted, that all the rest, residue and remainder of the said lands and grounds by the said recited Act directed to be divided, allotted and inclosed, shall be and remain open and uninclosed for the benefit of the several other owners or proprietors of ancient messuages, cottages, inclosed lands and grounds, entitled to rights of common in, over, and upon the said lands and grounds, according to their several and respective rights and interests therein, freed and discharged from all forestal rights, and from all claims of His Majesty, his heirs and successors, and all persons lawfully claiming under him or them, save and except such rights and interests as are hereinafter expressly reserved to His Majesty, his heirs, and successors.”

(THE SAME ACT.)—SECT. 13.

“And be it further enacted, that John Cheese, one of the Commissioners in the said recited Act named, or any person nominated a Commissioner in his room or stead, shall be and is hereby fully authorised and empowered by any writing under his hand or seal, to be deposited and left with the Clerk of the Peace for the said County of Brecknock, where the same shall be and may be inspected at all reasonable times for ever thereafter, by any person or persons whosoever, on payment of one shilling, to make such orders and regulations as he may think beneficial and proper for stinting the lands and grounds hereby directed to be and remain open and uninclosed for the benefit of the several persons entitled to rights of common in, over, and upon the same ; and to limit and settle the quantity of stock which each person having such right of common shall respectively feed and depasture thereon, in due proportion to their respective stints or rights, and for the equitable enjoyment thereof, and for the participation of any produce growing or to grow thereon. And which orders and regulations shall be binding and conclusive upon all persons interested in the said open and uninclosed lands. And that it shall be lawful for the said John Cheese, or any person so to be nominated a Commissioner in his room or stead, to raise any sum or sums of money that shall be necessary to defray the costs, charges and expenses of so regulating the said stint, or of carrying into execution any of the orders or regulations which shall be so made for that purpose, by a sale of sufficient part of the lands and grounds directed to remain open, etc.”

(THE SAME ACT.)—SECT. 17.

“Provided always, that this Act shall not defeat or prejudice the right or interest of the King's most excellent Majesty, his heirs and successors, in or to any mines of coal, lead ores, or any other minerals whatsoever, in or under the same Forest or any part thereof, but that His Majesty, his heirs and successors, and his or their lessees and grantees, agents, servants, and workmen, may search for, dig, raise, and carry away all coal, lead ores, metals, and all other minerals whatsoever, as if this Act had not been passed.”

And also to give a few important

EXTRACTS FROM THE AWARD OF THE COMMISSIONERS.

“We do hereby set out and allot the parts of the said Forest hereinafter particularly mentioned and described as and for public limestone quarries, which are for ever hereafter to be used in common as well as by the proprietor or proprietors or the occupier or occupiers for the time of the allotment or allotments hereinafter awarded and set out, to His Majesty, his heirs and successors, as also by the proprietors or occupiers of the respective messuages, lands, tenements, and hereditaments in respect to which rights of common of the said Forest have been established and allowed as hereinafter set forth, for their respective necessary uses within the said Forest, or in or upon the estates in virtue thereof they are entitled to rights of common, and for the repairs of the public and private roads within the said Forests. And we do hereby further award and appoint the several

parts or portions of land hereinafter described unto the surveyor or surveyors for the time being of the roads within the said district in trust for the purposes aforesaid (that is to say):—

## Public Limestone Quarries.

	A.	R.	P.
1. Blaen Hepstey . . . . .	6	1	14
2. Cefn Carreg . . . . .	10	1	20
3. Carne Gwinnion . . . . .	58	1	2
4. Blaen Neath . . . . .	11	1	17
5. Penwyllt . . . . .	40	3	20
6. Haffes . . . . .	5	1	13
7. Pentre Cribarth . . . . .	7	2	21
8. Near Cribarth . . . . .	2	2	20
	<hr/>		
	142	3	10

## Building and Road Stone.

	A.	R.	P.
9. Lloscoed Road . . . . .	1	2	5
10. Van Vrynich . . . . .	0	2	16
	<hr/>		
	2	0	21

“We do hereby set out certain watering places to be for ever maintained, marked A, B, C, for the use of the owners of the King's allotment and of the Commoners in common.

“We do hereby set out the tithes allotments as compensation for the lands sold free of tithe.

	A.	R.	P.
A. Waun Dwr . . . . .	167	0	0
B 2. Carne Gwinnion . . . . .	43	0	0
C 3. Near Glyn Tawe Road . . . . .	82	0	0
	<hr/>		
Total . . . . .	292	0	0

The fences adjacent to the same to be made good, and to be repaired by the persons entitled to such allotments.

“We do hereby allot the following several pieces of land in fee simple in severalty, and as their respective private and absolute properties, in manner hereinafter mentioned.

## Sold before the passing of 58 Geo. III, and sold free of Tithe.

	A.	R.	P.
1. John Parton . . . . .	434	0	0
2. John Powell . . . . .	233	3	6
3. Jenkin Powell . . . . .	146	1	25
4. W. R. Alder . . . . .	3988	2	30
5. Maddocks and Hughes . . . . .	102	2	30

## Sold subject to Tithe.

	A.	R.	P.
6. John Parton . . . . .	2	1	30
7. „ . . . .	2	0	0
8. „ . . . .	32	3	8
9. Arch. Christie . . . . .	2	0	0
10. „ . . . .	985	1	2
11. „ . . . .	567	2	1
	<hr/>		
Carried over . . . . .	6497	2	12

L

## GREAT FOREST OF BRECKNOCK.

	A.	R.	P.
Brought over	6497	2	12
12. Arch. Christie	226	3	20
13. „	5	0	0
14. Wm. Vaughan	138	2	20
15. John Powell	55	2	11
16. Walter Powell	198	0	0
17. William Powell	61	0	0
18. Robert Williams	2	0	0
19. Penry Williams	4	1	28
20. Thomas Bold	3	0	7
21. W. R. Alder	147	3	6
22. „	126	0	21
23. „	31	3	1
24. „	10	0	0
25. David Morgan	17	0	0
26. Thomas Powell	17	0	0
	<hr/> 7541	3	8
A A and B B :			
William Rowland Alder	540	0	0
	<hr/>		
Total Sale Allotments	8081	3	8

The fences round the same to be made good and to be repaired by the owners of such Allotments.

	A.	R.	P.
CROWN ALLOTMENT, coloured blue on map	13,860	0	0
Less Wain Liky	240	0	0
	<hr/> 13,620	0	0
Add Allotment C C	147	0	0
	<hr/>		
Total	13,767	0	0
COMMONERS' ALLOTMENT, coloured green on map	17,106	0	0
	<hr/>		

## GENERAL SUMMARY.

Limestone	142	3	10
Other Quarries	2	0	21
Tithe	292	0	0
Sale	8,081	3	8
Crown	13,767	0	0
Commoners.	17,106	0	0
	<hr/>		
Total of Forest Land Allotted	39,390	3	0

"And we the said Commissioners having received the respective claims in writing of the several persons who claimed any estate or interest in or upon the lands and grounds by the said Act, 55 Geo. III, directed to be divided, allotted, and enclosed, and having in pursuance of the provisions and directions of the same Act, and of the said other Act of 58 Geo. III., examined into and investigated such respective claims, and having after such examination and investigation caused printed lists or schedules of the same, and also copies and extracts thereof, to be lodged, published, and delivered in the manner prescribed by such Acts.

"Do hereby award and determine that the several persons whose names are set forth in the schedule hereinafter contained, and hereunto annexed, are entitled to have and exercise rights of common (in the manner to be stinted and directed by the said John Cheese according to the provisions of the said Act, 58 Geo. III) upon the several pieces or parcels of land next hereinafter described (being the residue of the said Forest), for and in respect of their several messuages, lands, tenements and hereditaments mentioned and described opposite their several names in the same schedule.

"And we the said Commissioners having so set out and allotted the several other allotments of the said open and uninclosed lands of the said Forest according to the several Acts of 55 Geo. III and 58 Geo. III, and having in pursuance of the same Acts made and executed the said Award bearing even date with these presents of one full moiety or half part of the residue of the open and uninclosed lands of the said Forest unto His Majesty, his heirs and successors,

"Do hereby award and allot all that part, residue, and remainder of the said open and uninclosed lands of the said Forest, containing by admeasurement 17,106 acres (be the same more or less), and which are particularly delineated and described on the map or plan hereunto annexed, to be and remain open and uninclosed for the benefit of the several persons whose names are set forth in the schedule hereinafter contained, or hereunto annexed, and their respective heirs and assigns for ever, freed and discharged from all Forestal rights, and from all claims of His Majesty, his heirs and successors, and all persons lawfully claiming under him or them (save and except such rights and interests as are expressly reserved to his said Majesty, his heirs and successors in and by the 58 Geo. III),

"And as to the grazing rights on the Quarry Allotments, we the said Commissioners do hereby award and allot the grass and herbage growing and arising and which shall or may hereafter grow or arise upon the said several pieces or parcels of land hereinbefore awarded and appointed for limestone quarries, and for the repairs of the roads aforesaid, to be for ever hereafter used and enjoyed in common as well as by the proprietor or proprietors of the allotment or allotments so awarded and set out to His Majesty, his heirs and successors, as also by the proprietors or occupiers for the time being of their respective messuages, lands, tenements, and hereditaments, in respect to which rights of common in the said Forest have been entitled and allowed as aforesaid.

"(Signed) June 10, 1819, HENRY de BRUYN, } Commissioners.  
JOHN CHEESE, }

"Enrolled May 17, 1820."

We now annex the bill of costs of the Inclosure Commissioners, including the charges of the solicitors and surveyors, all acting under the *ægis* of the Commissioners of Woods, etc., no local person venturing to challenge the proceedings which led to this extravagant outlay. And to take the accounts out of local control or question at the finish, Mr. Driver, of Whitehall, the Crown's nominee, was appointed the final auditor. A Mr. Fulljames, another Crown nominee, was appointed umpire !

## THE STATEMENT OF THE GREAT FOREST ACCOUNT

Of all Monies received and expended by HENRY DE BRUYN, Surveyor, and JOHN CHEESE, Gentleman, the Commissioners appointed by and acting under a certain Act of Parliament made and passed in the 55th year of the reign of his present Majesty for enclosing the great Forest of Brecknock, from the 11th day of July, 1815 (the date of passing the said Act), to the 22nd day of June, 1816, both inclusive.

<i>Dr.</i>			<i>Cr.</i>		
MONIES RECEIVED.			MONIES EXPENDED.		
1815.		£ s. d.	1815.		£ s. d.
Sept. 28.	Received by credit in account with Messrs. Wilkins and Co. (the Treasurers), being a sum advanced by them upon a promissory Note of the Commissioners, securing the repayment of the same and interest in pursuance of the 64 clause of the Act ... ..	1000 0 0	Sept. 29.	Advanced Mr. Thomas Bold on account of his charge for his trouble, etc., while engaged in the passing of the Act, as p. receipt ...	250 0 0
			"	Advanced Mr. John Jones on the same account as p. receipt ...	250 0 0
			"	Do. Mr. Commissioner de Bruyn towards defraying his expenses as p. receipt ...	60 0 0
				Do. Mr. Commissioner Cheese towards do. as p. do. ...	50 0 0
				Do. Mr. Thos. Bold, being expended on the perambulation of the Forest as p. Vouchers ...	39 11 0
			Nov. 18.	Do. Mr. Surveyor Wharton on acct. as p. rect. ...	80 0 0
				Do. Mr. Surveyor Davies on do. as p. do. ...	80 0 0
			"	Do. Mr. Commissioner De Bruyn on do. as p. do. ...	60 0 0
				Do. Mr. Commissioner Cheese on do. do. ...	50 0 0
				Do. being expended by the payment of House-room, Servants, Attendants, and expences of sale under the Head of Public Account ...	15 18 2
			1816.		
			Feb. 17.	Do. on Do. ...	14 10 6
			June 3.	Do. " Do. ...	9 8 0
			22.	Do. " Do. and Expences of Sale ...	18 10 6
					977 18 2
				In hand ...	22 1 10
					£1000 0 0
		£1000 0 0			

Castle Inn, Brecon.

September 15, 1817. We whose names are hereunder written, being two of His Majesty's Justices of the Peace of the County of Brecon, do hereby certify that we have examined the above Account—together with the Vouchers relating thereto, by which there appears to be a balance of £22 1s. 10d. due from the Commissioners.

Witness our hands,

GEORGE J. BEVAN,  
DAVID EVANS.

<i>Dr.</i>		<i>Cr.</i>
1816.		£ s. d.
	Balance brought forward ...	22 1 10
Oct. 31.	Received of Mr. Jenkin Powell the Deposit money on his Purchase ...	36 0 0
	Do. of Mr. Jno. Powell ...	37 0 0
Sept. 11.	Received (by Mr. J. Jones) of Mr. Parton the Deposit money on his Purchase ..	140 0 0
1817.		
March 7.	Received by credit in account with Messrs. Wilkins and Co. (the Treasurers), being a sum advanced by his Majesty's Commissioners of Woods, etc., upon a promissory Note of the Commissioners securing the repayment of the same with interest ...	1500 0 0
27.	Received by credit in account with Messrs. Wilkins and Co. (the Treasurers), Mr. Parton's purchase money ...	1150 0 0
19 May.	Received (by Mr. J. Jones) the Remainder of Mr. Jenkin Powell's purchase money ...	324 0 0
26 June.	Received of Mr. Alder on account of his Deposit money ... Cash, £100 Of Do. by Bill due 28 Augt., 1817, the remainder of his Deposit money ...	1761 1861 0 0
	Of Mr. Alexander Jones, Mrs. Gwynne's Deposit Money for her purchase ..	20 0 0
	Castle Inn, Brecon. September 15, 1817. We whose names are under written, being two of His Majesty's Justices of the Peace for the County of Brecon not interested in the Inclosure of the Great Forest of Brecknock, have looked over and examined the above Account of the Commissioners, together with the Vouchers, and there appears to have been received the sum of £5090 1s. 10d., and expended the sum of £3755 4s. 3d., leaving a balance of £1334 17s. 7d. in the hands of the Commissioners, and there is now due to Mr. De Bruyn £428 18s. 8d., up to August 23rd, 1817.  And there is due to Mr. Cheese £387 18s. 0d., up to August 23rd, 1817. And we have thought fit to deposit the several Vouchers in the office of Clerk of the Peace for the County of Brecon for the inspection of the Magistrates Commissioners and all persons interested in the Inclosure.  Signed and approved by us, the 15th day of September, 1817, GEORGE J. BEVAN, DAVID EVANS.	
		£5090 1 10

## THE STATEMENT OF THE GREAT FOREST ACCOUNT.—Continued.

Dr.		£	s.	d.		1817.		Cr.	
	Balance brought forward ...	1334	17	7				£ s. d.	
1817.						Sept. 16.	Paid Thomas Powell, Cabinet Maker, for Chest to contain papers and books as p. Bill and rect. ...	2 12 6	
Dec. 19.	Received of Mr. John Powell the remainder of his purchase money ...	333	0	0		17.	Paid H. Hughes for printing, etc., pds. ...	6 8 6	
20.	Received of Mrs. Gwynne the remainder of her purchase money ...	60	0	0			Paid W. Vaughan for Stationery pd. ...	4 3 10	
1818.							Paid Mr. Saml. Wharton on acct. as p. rect. ...	300 0 0	
	Received of William Rowland Alder, Esq., the sum of £5583, being the balance of his purchase money ...	5583	0	0			Paid Mr. D. Davies, Surveyor, on fur'r acct. as p. do. ...	200 0 0	
							Paid Mr. T. Bold on acct. as p. rect. ...	100 0 0	
October.	Rece'd. of Mr. Parton for 2½ acres of land ...	15	0	0		20.	Paid Mr. J. Jones on acct. as p. rect. ...	100 0 0	
	of William Vaughan, Esq., for (blank) acres	200	0	0		Oct. 6.	Paid Mr. D. Bruyn on fur'r acct. as p. rect. ...	300 0 0	
1819.							Paid Mr. Cheese on fur'r do. ...	300 0 0	
Mar. 13.	Archibald Christie, Esq., for (blank) acres	2312	2	0		Dec. 20.	Mr. Watkins, Road Surveyor, on acct. of Roads now making over the waste lands ...	60 0 0	
26.	W. R. Alder, Esq., for (blank) acres	880	0	0			Agent to the <i>Cambrian</i> for advertising as p. rect. ...	19 3 8	
	of do. for expenses incurred by his non-performance of his Contract ...	5	8	2			Paid Mr. Bold on fur'r acct. his different Bills p. rect. ...	500 0 0	
May 1.	Of Rice Llewellyn and Owen Watkin for Expenses incurred in receiving and determining their claims made under the 7 Sectn., Amended Act	9	9	6			Paid Mr. Jones do. p. rect. ...	500 0 0	
14.	Of Robert Wynter do. ...	2	19	6			Paid Mr. Cheese on fur'r acct. p. rect. ...	300 0 0	
	Of Daniel Lloyd do. ...	2	2	6			Paid Mr. Davies on fur'r acct. p. do. ...	700 0 0	
	Of Mrs. Rice do. ...	15	8	6			Paid Mr. De Bruyn the balance of his acct. ending the 23 Aug., 1817 ...	£123 18 8	
21.	Of Mr. Wm. Powell for 61 Acres of land ...	120	0	0			Paid do. on fur'r acct. ...	226 1 4	
	Of Archibald Christie, Esq., a Deposit on 794 acres of land purchased by him ...	200	0	0				350 0 0	
	Of John Powell, purchase money for £55 2s, 11d. of land sold to him ...	140	0	0			Paid the Office of Woods their loan ...	£1500 0 0	
	Of Robert Williams, Esq., purchase money for 2a. 0r. 2p. of land sold to him ...	10	0	0			Do. the int't as p. Voucher ...	67 16 2	
	Of Thomas Bold, Esq., for 3a. 0r. 7p. of land sold to him ...	15	0	0			Paid Mr. Wharton on fur'r acct. pr. Receipt ...	900 0 0	
	Of Penry Williams, Esq., for 4a. 1r. 28p. of land sold to him ...	10	0	0			Paid Public Acct. for Novr. meeting ...	£3 13 9	
	Of Walter Powell, Esq., for 198 acres of land sold to him ...	150	0	0			Do. for Dec. do. ...	8 8 9	
	Of John Parton, Esq., for 2 acres of land sold to him ...	12	0	0			Paid Mr. De Bruyn on further account	12 2 6	
June 7.	Of Jenkin Thos. Watkins for (blank) acres of land sold to him ...	63	15	0				20 17 6	
	Of Archibald Christie, Esq., the remainder of his purchase money for 799 acres of land sold to him ...	982	10	0		1818.	Feb. 26.	Paid Public Account ...	4 5 6
	Carried forward...	12,456	10	9		Apr. 8.	Paid Mr. Watkins, Surveyor, on further acct. ...	40 0 0	
						May 4.	Paid Public Account ...	9 10 0	
						30.	Do. do. ...	4 14 6	
						Aug. 14.	Mr. Wharton p. rect. ...	100 0 0	
						August.	Paid Public Account ...	9 3 2	
							Paid Advertisements in London papers	32 10 0	
						Sept. 28.	Paid Henry Hughes for printing p. receipt ...	2 12 0	
						30.	Paid Mr. David Jeffreys for his time and attendance from the passing of the Act p. rect. ...	25 0 0	
						Oct. 28.	Paid advertising in the <i>Cambrian</i> p. rect. ...	10 10 7	
							Paid Mr. Cheese on account of his fees ...	250 0 0	
							Paid Mr. De Bruyn on acct. of do. ...	250 0 0	
							Paid Public Account ...	14 13 0	
							Do. do. ...	3 11 9	
							Carried forward ...	6,999 14 9	

THE STATEMENT OF THE GREAT FOREST ACCOUNT. — *Continued.*

<i>Dr.</i>				
1819.		£	s.	d.
	Brought forward	12,456	10	9
June.	Of W. R. Alder, Esq., for 167. 3. 37 acres of land sold to him	300	0	0
	Of Mr. David Morgan and Mr. Thomas Powell for 34 acres of land sold to them	85	0	0

Castle Inn, Brecon.

September 20th, 1821. We whose names are under written, being two of His Majesty's Justices of the Peace for the County of Brecon not interested in the Inclosure of the Great Forest of Brecknock, have looked over and examined the above Account of the Commissioners, together with the Vouchers, and there appears to have been received the sum of £12,841 10s. 9d., and expended the sum of £12,795 15s. 7d., leaving a balance of £45 15s. 2d. in the hands of the Commissioners, besides a balance now due from Mr. De Bruyn up to the first instant of £55 9s. 0d., and there is due to Mr. Cheese £33 2s. 0d., and to Mr. David Davies, the Surveyor, £149 6s. 0d.; and that there is now due from their Clerks, Messrs. Bold and Jones, £8 11s. 5d., as p. their Accounts rendered to the 1st instant; and we have thought fit to deposit the several vouchers in the Office of Clerk of the Peace for the County of Brecon for the inspection of the Magistrates, Commissioners and all persons interested in the Inclosure, and we have allowed the several sums stated as payments to Mr. Wharton, subject to regular Vouchers, for the same being produced to us at an adjourned meeting for that sole purpose to be holden.

THOS. POWELL,  
GEORGE JONES BEVAN.

Carried forward ... 12,841 10 9

					<i>Cr.</i>		
1818.		£	s.	d.	£	s.	d.
	Brought forward	6,999	14	9			
Oct.	Paid Mr. Fulljames for his attendance and journey as Umpire as p. rect.	21	0	0			
31.	Paid Mr. Jones for Boards, etc., for Box and workmanship p. rect.	1	7	0			
	Paid Public Account	3	12	0			
1819.							
March .	Paid Public Account	3	11	6			
April 16.	Paid Mr. Fulljames for his attendance and journey as Umpire p. receipt	21	0	0			
20.	Paid Mr. Nicholas for selling part of the Forest by auction on the 1st of Oct. last p. rect.	3	3	0			
	Paid Mr. Wharton (in Oct. last) on fur'r acct.	400	0	0			
	Paid Mr. Davies (in Do.) on account	500	0	0			
	Paid Mr. Watkins, Road Surveyor, on fur'r acct.	100	0	0			
	Paid Messrs. Bold and Gabb on acct. of their charge as Solicitors for defence of suits bro't against the Comm'rs by persons claiming certain rights on the Forest	150	0	0			
	Do. do. do. do.	300	0	0			
May ...	Paid Mr. Davies, Surveyor, on further acct. of his Bill	300	0	0			
	Paid Mr. Cheese on acct. of his fees	100	0	0			
	Paid Mr. De Bruyn on acct. of do.	212	8	2			
	Paid Public Account	9	3	6			
	Paid Carriage of parcel to Mr. Christie	0	4	8			
21.	Paid Mr. Cheese on further account	20	0	0			
	Paid Messrs. Bold and Jones on account	100	0	0			
29.	Paid Mr. Watkins, Road Surveyor, on account	50	0	0			
June 11.	Paid Messrs. Jones and Green in full of Bill deld. p. rect.	368	13	4			
	Paid Mr. Cheese on account	150	0	0			
	Paid Mr. De Bruyn on account	250	0	0			
	Paid Messrs. Bold and Gabb do.	300	0	0			
	Paid Mr. Davies, Surveyor, do.	200	0	0			
	Paid Mr. Wharton do.	50	0	0			
	Paid Mr. John Jones do.	225	0	0			
	Paid Mr. T. Bold do.	225	0	0			
	Paid Mr. Watkins, Road Surveyor, on further account	50	0	0			
	Paid Dd. Jones for his attendance as a Witness perambulating the Boundaries as p. rect.	0	12	0			
	Paid John Morgan do. do.	2	0	0			
	Paid E. T. Hull for the Editor of the <i>Cambrian</i>	13	8	3			
	Paid Public Account	26	12	6			
Aug. 30.	Paid Messrs Bold and Gabb on further account	400	0	0			
1820.							
Feb'y. 1.	Paid Mr. Edward Jones the Plaintiffs taxed Costs in the Action "Comm'ers <i>ats.</i> Rev. Rice Powell"	477	15	9			
Sept. 29.	Paid Mr. Watkins, Road Surveyor, the balance of his Account pr. receipt	50	16	8			
Carried forward		12,085	2	8			

## Dr.

[illegible]

		Cr.	
1820.		£	s. d.
	Brought forward ...	12,085	2 8
Sept. 30.	Paid Mr. Wharton, Surveyor ...	154	0 0
	Paid Public Account ...	2	11 0
	Paid Mr. De Bruyn on further account ...	180	0 0
	Paid Mr. J. Jones on do. ...	80	0 0
	Paid Mr. Bold a Bill for Stamps pr. rect. ...	6	15 0
	Paid Messrs. Bold and Gabb the bal : of their Account of taxed costs in the action brought by the Rev. Rice Powell ...	95	13 10
Sept. 30.	Paid Mr. David Davies, Surveyor, on further acct. ...	150	0 0
	Paid Mr. Cheese on further acct. ...	30	0 0
	Paid the Editor of the <i>Cambrian</i> p. rect. ...	7	4 2
	Paid Mr. Vaughan for Stationery pr. rect. ...	4	8 11
		<hr/>	
		£12,795	15 7
	Balance in hand ...	45	15 2
		<hr/>	
		£12,841	10 9

[illegible]

June 11, 1822. We whose names are under written, being two of his Majesty's Justices of the Peace for the County of Brecon not interested in the Inclosure of the Great Forest of Brecknock, have looked over and examined the above Account of the Commissioners, together with the Vouchers, and there appears to have been received the sum of £1249 15s. 7d., and expended the sum of £501 15s. 10d., leaving a final Balance of £747 19s. 9d. in the hands of the Commissioners; and we have also looked over and approved of the Voucher produced for the different sums paid to Mr. Wharton in full of his Account, which, together with the several other Vouchers now produced, we have thought fit to deposit in the Office of the Clerk of the Peace for the County of Brecon for the inspection of all persons interested in the said Inclosure.

THOS. POWELL,  
GEORGE J. BEVAN.

				Cr.
		£	s.	d.
1822.	Paid Mr. Thompson his charges for In-			
	rolling Award in the Exchequer ...	54	8	8
	Paid Mr. Davies, Surveyor, the bal:			
	of his Acct. ...	149	6	0
	Paid Mr. Howell Williams, Auctioneer	3	3	0
	Paid Public Account ...	7	18	5
June 11.	Paid Mr. Comm'r De Bruyn his Ac-			
	count ending June 11th, 1822 ...	63	7	4
	Paid Mr. Vaughan for Stationery ...	0	8	10
	Paid Messrs. Bold and Jones their			
	further Bill as Clerks, ending June			
	11th, 1822 ...	37	1	2
	Paid Mr. Driver his charge for attend-			
	ing the Magistrates at the Audit of			
	the Accounts in September, 1821...	52	10	0
	Paid Mr. Comm'r Cheese the balance			
	of his Acct., as allowed by the			
	Magistrates ...	38	2	0
	Paid do. his Account ending 11th			
	June, 1822 ...	38	1	8
	Paid Mr. Jeffreys his Bill attending			
	Mr. Cheese on the Forest ...	3	3	0
	Paid Public Account ...	3	8	3
	Editor of the <i>Cambrian</i> for advertising	6	14	6
	Paid Powell, Jones and Powell as p.			
	Acct. ...	28	15	0
	Paid Mr. Walter Powell his charges			
	as Clk. of the Peace ...	4	3	8
	Paid Mr. John Jones as pr. Account	16	4	4
	Balance in hand ...	747	19	9

## SUMMARY OF ACCOUNT.

<i>Dr.</i>				<i>Cr.</i>			
RECEIPTS ON A/C. OF SALES OF LAND.				EXPENDITURE.			
	£	s.	d.		£	s.	d.
Jenkin Powell ... ..	36	0	0	Mr. H. de Bruyn ... Commissioner	2161	11	4
John Powell ... ..	510	0	0	" Cheese ... ..	1671	3	8
John Parton ... ..	1317	0	0	" Davies ... ..	2829	6	0
Jenkin David ... ..	324	0	0	" Wharton ... ..	2534	0	0
William R. Alder ... ..	9764	0	0	" Watkins ... ..	850	16	3
W. Vaughan ... ..	200	0	0	" T. Bold ... ..	1428	15	4
A. Christie ... ..	3494	10	0	" J. Jones ... ..	1485	9	9
Wm. Powell ... ..	120	0	0	Messrs. Bold and Gabb ... ..	1245	13	10
R. Williams ... ..	10	0	0	" Jones and Green ... ..	868	13	4
Thomas Bold ... ..	15	0	0	" Powell, Jones and Powell ... ..	23	15	0
P. Williams ... ..	10	0	0	Mr. F. Jones (costs <i>re</i> Rice Powell), Solicitor	477	15	9
Walter Powell ... ..	150	0	0	" Thompson ... ..	54	8	8
J. T. Wilkins ... ..	63	15	0	" Driver ... ..	52	10	0
Morgan and Powell ... ..	85	0	0	" Fulljames ... ..	42	0	0
Mrs. Gwynne ... ..	80	0	0	" Walter Powell ... Clerk of the Peace	4	3	8
Sundry Receipts ... ..	85	8	2	Interest on Temporary Loans (Wilkins and Co., Wood and Forest Dept.) ... ..	139	9	0
				Sundry Payments for Public Accounts, Adver- tisements, etc. ... ..	592	1	10
				Balance in hand ... ..	747	19	9
	<u>£16,214</u>	<u>13</u>	<u>2</u>		<u>£16,214</u>	<u>13</u>	<u>2</u>

It will be seen that there was a surplus balance in hand at the closing of the accounts of £747 9s. 9d., in Messrs. Wilkins' Bank, and this we find was expended in payments to Mr. Watkins, the Road Surveyor, in making and maintaining the Forest roads, Mr. Penry Williams, of Penpont, acting as Trustee of the fund.

In our opinion £5,000 would have been a liberal payment for the whole of the work actually done in respect of this Inclosure Scheme, especially as the Crown Allotment was situated together in one lot of land, and the Tenants' Allotment was also practically in one lot, and had not to be divided.

And we may well ask ourselves, are we better than our forefathers were? and would such a gigantic—what shall we term it?—malversation of public funds be possible to-day, even with the Crown assisting?

The Brecon Solicitor, Mr. John Jones, was the Clerk to the Inclosure Commissioners; and we regret to say, that neither in the Great Chest of the Shire Hall, which contains many records of the Inclosure business, including the Award and Map, nor among the voluminous papers in our possession, have we been able to find the Minute Book or Minute Books of the Inclosure proceedings.

NOTE.—The boundaries of all the Sale Allotments of the Forest land are specified in the Award, and as a somewhat serious encroachment has been made on the Tenants' allotment land near the Gyrn Hill (Sale Allotment No. IV), and is still existing, we give the boundaries of that Sale Allotment as laid down by the Commissioners, so far as regards the Gyrn Hill.

"Also all that other allotment, piece, or parcel of land, commonly called or known by the name of the Gyrn Hill, bounded on the North and North-west by the lands now or late belonging to the said Penry Williams and John Griffiths, Clerk, and by the boundary between the open lands within the Lordship of Brecknock, and on all other parts and sides thereof by the Turnpike Road from Brecon to Merthyr Tydfil."

Of course this encroachment should be dealt with promptly by the Committee of the Forest Allotment Holders. It seems to me that, in the first instance, this encroachment was due to the action of the Turnpike Road Trustees in trying to prevent by means of a roadside fence the evasion of payment of Toll at the neighbouring Tollgate.

M

## CAP. V.

The Great Forest lands, after the carrying out of the Inclosure Scheme, resembled a battlefield, covered with the dead and the dying, and resounding with groans and lamentations. Not an approving voice was to be heard in the stricken country side, and not a smile to be seen on the countenance of any one, except of the Inclosure Commissioners (and even the veteran, Mr. Cheese, almost cried, when Vole Darw had to be sold), the surveyors and solicitors, who had pocketed enormous fees for very little work, the Crown officials, and the Treasury, who hoped to realise a large sum for the Crown; and perhaps Mr. Christie and Mr. Alder, the London merchants, who had bought, or were going to buy, the Forest broad lands for £2 an acre, or a mere song!

And even the smiles on the faces of these latter gentlemen soon vanished, and Mr. Christie and Mr. Alder were very sorry they had ever touched the land; and the Crown authorities to-day, if they chance to read these lines, will not feel very proud of their handiwork, though they secured a large sum of money, and invested it in forming the Regent Street of London!

Yes! It was a cruel, hard act, that forcing this Inclosure Scheme, *nolens volens*, on an unwilling people! Why did not the Crown leave the Welsh farmers alone, their flocks and herds still to graze the mountain slopes, as had been peacefully done for many hundred years before, on a mere nominal payment? It is not easy to account for it, except by the greed of grasping and ignorant officialdom, or possibly from some feeling of hatred to the Welsh people, or prejudice against them: signs of the existence of which are not wanting even to-day.

At one stroke, the whole farming industry on the right and left bank of the Usk, and away over in the valleys of the Nedd and Tawe, was crippled and very seriously injured, so that it has never yet recovered itself, and never will. And I question whether there is to-day any one considerable flock of any Welsh farmer turned on any part of what was the Great Forest.

To take a concrete instance—the case of the Carno Farm in the Glyn Tarell: This was a very pretty hill-farm, well sheltered, and with a house and all the buildings and appendages necessary to a Welsh hill-farm homestead. And the gate to the Forest land of the Gyrn Hill opened from its very Coedcae; and the farm, we are told by a witness, carried a stock of 900 sheep.

But to-day, the right of pasturage is mainly situate a mile or two distant, and that over rough intervening ground to reach it. There is no longer any right to pasture sheep on the Gyrn hill: that right has been sold away, and is now in private hands. And what has happened to the farm? Tenant after tenant followed each other, but none could prosper, and ultimately its fate became that of a byetack, as it now is, to the Llosgoed homestead of Mr. Miller, the Scotch farmer. The Welsh tenant-occupier has disappeared!

You can multiply these instances; and apart from such cases of marked and immediate injury, the whole farming industry of the Defynnock district—naturally the wealthiest and strongest portion of the county—was dislocated and irretrievably injured.

But why did not the chief local people—the magnates of Breconsire of that time—try and stop the Inclosure scheme at the outset, I cannot tell. They ought to have known its certain disastrous consequences! Colonel Wood and Sir Charles Morgan, the County and Borough members, were of English descent and bringing-up, and also absentees. Besides, they were politicians of different parties within the Tory camp, and were about to enter into a bitter and protracted contest for the County seat. There was no love lost there,

and there could not well be any unity of purpose or action between such rivals. Mr. Penry Williams, of Penpont, was quite a young man, I think, at the time ; the Marquis of Camden an absentee—though he was kept informed of what was being done—Canon Williams, of Abercamlais, was absent at St. Davids, and the Lord Lieutenant, the Duke of Beaufort, presiding as such also in Monmouth and Gloucester counties, had quite enough to do in keeping the Militia and Volunteers at their full strength in those troublous times without looking after the interests of the Forest Commoners. And probably then, as now, there was a natural tendency on the part of the other districts of the county to stand aloof from a dispute affecting a special part only. This should not be ; but in all important questions affecting any part of Breconshire, the whole county should stand together and make common cause in defence of the interests of all and every part of it ; and experience has taught me that the only way to secure this hearty cooperation of the whole county is by the convening of a Public County Meeting in the Shire Hall.

And would it be different to-day ? Look at the beautiful river, the Usk, illegally deprived of its water, to the injury of all, and yet there is no single public authority, no single public magnate, ready to come forward openly and boldly to protest against the flagrant wrong admittedly done, and to rescue the river from injury, if not ruin ! The vote of a County Meeting would probably tell a different tale !

It is a sad story, this Great Forest case ; and though it is but an idle dream on my part, I should never myself be quite satisfied until practically the whole of the lost Forest land was bought back again, and every farm in the parishes of Defynnock, Llywel, Ystrad-felte, etc., had restored to them their old rights of pasturage again !

But we must return to our story. It can be readily understood that the Commoners, now bearing the name of Allotment Holders, became much excited when it was proposed by Mr. John Cheese, one of the Commissioners, to sell more of the Common Land to provide funds for stinting the allotment—that is, limiting the number of Stock to be turned on by each farmer. Mr. Penry Williams, of Penpont, took an active part in preventing the sale of any more land, and finding Mr. Cheese still bent on the sale, submitted the following case to Counsel.

#### CASE—AND MR. KNIGHT'S OPINION.

BY AN ACT passed in the 55th year of the Reign of King George III, two Commissioners, Messrs. Henry De Bruyn and John Cheese, were empowered to divide, set out and allot one Moiety of a Waste called the Great Forest of Brecknock to the King, and the other Moiety to certain Persons having rights of Common for the purpose of being inclosed in several parcels.

After the Commissioners had proceeded in the Execution of such Act, it was found to be inexpedient to divide the last-mentioned Moiety in Severalty, as a very considerable Portion of the Waste had been sold to defray the Expences already incurred by the Commissioners, and it was apprehended that the further Expences attending the division would swallow up nearly the whole of the Commoners' Share.

The accompanying Act of the 58 George III was therefore passed, and it will best explain the object of the parties interested in the Waste.

The Commissioners executed their Award on the 10th of June, 1819, and in consequence of there being a part of the Expences which could not at that time be ascertained, they reserved in their Award a portion of the Waste containing about 540 Acres for the purpose of defraying such Expences.

Soon after the Execution of the Award, the Allotment to the Crown was sold to John Christie, Esquire.

Previous to the Sale of the Land reserved as before mentioned, Mr. Christie made an Application to Mr. Cheese for the purchase of about fifty Acres of the Commoners' allotment that adjoined part of his Purchase, and which he conceived Mr. Cheese had the power

of selling for the purpose of defraying the Expences attending the Stint under the 13th Section of the Accompanying Act.

Mr. Cheese most unwarrantably consented to Mr. Christie's proposal, and agreed that he should enclose the piece of Waste Ground without fixing any price upon it—without knowing whether there would or not be a surplus remaining in his hands from the Sale of the reserved Land before mentioned sufficient for the purposes of the Stint—without having taken any one step towards affecting the Stint, and in perfect ignorance of the Sum that would be requisite to defray such Expences.

At the time Mr. Cheese consented to this proposition of Mr. Christie, the Accounts of the Commissioners had not been audited, and it was therefore uncertain whether there would or would not be a Balance in the hands of the Commissioners—the Moiety of which would be applicable to defray the Expences of the Stinting.

As soon as some of the Principal Commoners found that Mr. Christie was enclosing the piece of Land before mentioned, which he stated he had purchased from Mr. Cheese, they remonstrated with the latter upon the Business, When he at last promised that he would not take any steps for completing the Sale nor proceed in stinting the Common till a general Meeting of the Commoners was held, and that he would abide by the decision of the Majority of the Commoners attending such Meeting.

In consequence of which a general Meeting was conven'd by a public advertisement in the provincial Journal, and at which Meeting the following proceedings took place :—

“At a Meeting of the Commoners held at the Camden Arms in Treacastle, on Tuesday, the Twenty-seventh day of November, 1821, in pursuance of the Advertizement published in the Cambrian Newspaper, and of which the following is a Copy :—

“GREAT FOREST OF BRECKNOCK.

“Notice is hereby given to all persons interested in the Commoners' allotment, that a Meeting of the Commoners will be held at the Camden Arms in Treacastle, on Tuesday, the 27th day of November next, at twelve o'clock at Noon, for the purpose of taking into consideration the propriety of putting an End to the power of stinting the Common, and also for the purpose of entering into certain Rules and Regulations for the benefit of the Commoners.

“POWELL, JONES & POWELL,  
“Solicitors for the Commoners.

“Brecon, 27th Oct., 1821.”

“PENRY WILLIAMS, Esquire, having been requested to take the Chair :

“RESOLVED it is inexpedient and unnecessary to exercise the Power vested in the Commissioner to stint the Lands and grounds allotted to remain open for the benefit of the Commoners, and that John Cheese, Esquire, be requested not to Exercise such Power.

“RESOLVED also that all the benefit to be reap'd by stinting the said Lands and Grounds will be obtained in preventing persons from the Surcharge of the same by turning thereon more Cattle, Sheep, and other animals than their Farms will support in the Winter.

“RESOLVED, therefore, that we will prevent such Surcharge in future upon all the said Lands and Grounds by every means in our power.

“RESOLVED that a Copy of the first Resolution of this meeting be immediately transmitted to Mr. Cheese.

“And that the whole of the proceedings of this Meeting be inserted at once in the Cambrian Newspaper.”

Notwithstanding these Resolutions, Mr. Cheese has declared it to be his intention to confirm his Contract with Mr. Christie, and also to proceed in stinting the Common, alledging that some of the Commoners are desirous that he should exercise his Power, tho' the Majority of them wish he should not.

Thus the majority of the persons interested in this Waste are placed in a most extraordinary situation. The Person whom the Legislature has appointed to protect their Interests and to Act for their benefit, is on the Contrary acting against their Interest and sacrificing their Property.

Mr. Cheese has been in every respect most negligent of his duty, as it appears that he did not view the piece of land previous to his agreeing to sell it; but without having it surveyed by one of the surveyors appointed in the Act of the 53rd George III, he consented to spare it Mr. Christie, upon viewing a plan and admeasurement of the land prepared by Mr. Christie's surveyor.

This will appear from his letter, of which the following is a copy, and which he addressed to Penry Williams, Esq. (a gentleman who is principally interested in the Waste), in reply to a remonstrance written to him on the business.

"Augt. 26th, 1821.

"SIR,—On my return from Hereford Assizes, I found your Letter of the 16th inst. respecting Mr. Christie's Fence. In May last I had an application from him to spare a quantity of Land from the Commoners allotment to streighten his Fence by a give-and-take line between the Crown Allotment above Wayndwr. (a) I was then from my accident confined to the House, or otherwise should have rode up to have seen it. Jones the Surveyor (b) came down in the beginning of June, and brought with him a plan of what he wanted, which I perfectly understood, wherein he took from the Commoners about 50 acres of Land more than he gave in the line he wished to make his Fence; the place he wanted it I thought no object to the Commoners, and he promised to give any Sum for the difference I should value it at. I consented for him to take it, the Money arising therefrom to be applied towards the expence of stinting the Pasturage, as it was always understood the expence of stinting was to be paid from the Sale of part of the Commoners Allotment. I thought I was justified in accommodating him, as it was a great object to him to shorten his Fences. I shall be at Brecon on the 19th of September, and if there is anything done to the injury of the Commoners more than described in Jones' Plan it must be altered.

"I am, Sir, Your obt. hble. Servt.,

"JOHN CHEESE."

"Penry Williams, Esq.,  
"Penpont."

- (a) This was the representation made to Mr. Cheese by Mr. Christie's surveyor for the purpose of deceiving him. The line was not "a give-and-take one," as it was entirely a taking one.
- (b) A person formerly employed by one of the surveyors under the Act, but now employed by Mr. Christie.

As Mr. Cheese is determined to act in complete hostility to the majority of the Commoners, the latter are desirous of being armed with your advice in the Business.

AND THEREFORE YOUR OPINION is requested :

Whether Mr. Cheese ought not to have made his Rules and Regulations for stinting the Common before he sold any part of the waste to defray Expences which had not been incurred, and whether any and what steps can be taken on behalf of the Commoners to prevent him from completing the Sale to Mr. Christie of the Piece of Land before mentioned, and upon which he has admitted that he has not as yet put any price? *Vide* Hawes v. James and others, 1st Wilsons' Chy. Repts., 2. If you are of Opinion that the Court of Chancery would restrain Mr. Cheese from completing the Sale.

You will be pleased to state how the Application should be made and how supported?

It has occurred to some of the Commoners that the only effectual mode of preventing the ruinous consequences of Mr. Cheese's proceedings will be that of applying to Parliament for a Repeal of the Clause in the 58th Geo. III, which gives him the power of making the Rules for stinting. Supposing the Majority of the Commoners to determine upon this

course, Are you of opinion that after Notice shall be given to Mr. Cheese of such intended application, that he can be prevented from proceeding?

Mr. Knight is requested generally to advise the Commoners as to the best mode of proceeding under the peculiar circumstances of the case.

"It does not appear to me that the latter of the two Acts in Question rendered it imperative on Mr. Cheese to make regulations for stinting the Commoners' allotment, and I think that he was not justified in selling or contracting to sell any part of it for the purpose of defraying the Expenses mentioned in the 13th Section of that Act before a certainty at least of incurring such Expenses existed. In my opinion, therefore, the Contract with Mr. Christie was premature and unauthorised.

"The course that, under the circumstances, may successfully and had better be pursued by the Commoners disapproving the Contract and the proposed Stints (who are, I take it, as certain the Majority in Value of the Commoners) is, I think, the following. I should recommend a Notice in writing, signed by the Majority in Value, warning and requesting Mr. Cheese not to proceed with the Sale or the Stint, and stating their Intention of adopting the earliest and most efficient measures that may be advised to prevent any regulations for stinting being made, and offering to pay him the amount of his Expenses, if any, properly and duly incurred under the 13th Section, to be served upon him as soon as possible; and if there continues any reason to suppose that he will yet proceed otherwise, a Bill in Equity should be filed as soon as possible against him and Mr. Christie by as many of the Commoners as will join on behalf of all. This Bill should state, besides the other material facts alleged in the Case, the Intention of the Plaintiffs to apply to Parliament as early as possible for a repeal of the 13th Section, and should repeat the offer to Mr. Cheese that I have above recommended to be made. Upon the filing of the Bill a Motion should be made *Ex parte* (supported by an Affidavit of the facts to be made by one or two of the Plaintiffs) for an Injunction to restrain the Defendants from proceeding in the Sale or otherwise under the 13th Section. And I think such an Injunction will be granted, and will not without a Contradiction of some at least of the material facts stated be dissolved.

"I am not sure that the statement of the Intention to apply to Parliament will be absolutely essential, but I think it will at least be a very important Ingredient in the Case (particularly as to preventing Mr. Cheese from going on to make regulations for Stinting). I should certainly form part of it if possible.

"J. L. KNIGHT,

"Lincoln's Inn, 11 Dec., 1821."

And on receipt of Mr. Knight's opinion, the following Notice was prepared and signed by a number of the Commoners, and then formally served on Mr. Cheese:—

TO JOHN CHEESE, GENTLEMAN.

WE the Undersigned, being the Majority in Value of the Commoners or persons interested in a certain Waste, called the Great Forest of Brecknock, do hereby request you not to proceed in making any Rules or Regulations for the purpose of Stinting the Commoners' Allotment of the said Waste. And we hereby inform and warn you that we shall proceed to adopt the earliest and most effectual measures for preventing any Orders or Regulations from being made with the view of stinting the said Common, as we are convinced the general Law of the Land is amply sufficient to protect the Respective Rights and Interests of the Commoners, without exercising the Power given to you to make such Orders and Regulations by an Act passed in the 58th year of the Reign of His late Majesty King George III, intituled, "An Act for altering and amending An Act made in the 55th year of His present Majesty, to Amend an Act made in the 48th year of His present Majesty to improve the Land Revenue of the Crown, so far as relates to the Great Forest of Brecknock in the County of Brecknock, and for vesting in His Majesty certain parts of the said Forest, and for inclosing the said Forest," and the exercise of which Power will be attended with an unnecessary and ruinous expence to the said Commoners.

And we further give you Notice not to proceed in the sale of any part of the said Waste to John Christie, Esqre., or to any other person or persons whomsoever for the purpose of defraying your charges and expences in making such Rules and Regulations, as we hereby offer to pay you the amount of any charges and Expences already fairly and properly incurred in the Business. And lastly, we give you Notice that if you attempt to proceed in such Sale or Sales, we shall immediately apply to the High Court of Chancery for the purpose of restraining you therein. Dated this 13th day of December, 1821.

Camden.  
 Charles Morgan, Bart.  
 L. W. Dillwyn.  
 Penry Williams.  
 John Williams.  
 W. A. Madocks.  
 Eliza Anne Madocks.  
 John Powell.  
 A. M. Powell.  
 David Lloyd.  
 Watkin Lloyd.  
 Rees Howell.  
 Howell Havard.  
 William Howell  
 William Havard.  
 David Jones.  
 Jenkin Jones.  
 John Jones.  
 William Jones.  
 Walter Jones.  
 David Jones.  
 Walter Jones.  
 David Matthews.  
 Leyson Morgan.  
 Morgan Morgan.  
 William Morgan.  
 Morgan Morgans.  
 Peter Jones Lewis.  
 Elizabeth Lewis.  
 David Jones.  
 Abraham Jenkins.  
 D. Jones.  
 David Jones.  
 John Jones.  
 Llewellyn Jeffreys.  
 W. Jeffreys.  
 David Morgans.  
 Thomas Morgans.  
 John Morgans.  
 Morgan Morgans.  
 David Morgans.  
 W. Morgan.  
 Richard Williams.  
 William Walter.  
 Griffith Williams.  
 Phillip Williams.  
 Owen Williams,

David Watson.  
 John Walter.  
 John Wilkins.  
 John Walters.  
 Howell Havard.  
 Thomas Thomas.  
 Wr. Powell.  
 Edwd. Jones.  
 Wm. Morgan.  
 Thomas Watkins, Junr.  
 Robt. Williams.  
 John Downes.  
 Anne Davies.  
 Anne Edwards.  
 Howell Havard.  
 John Rees Havard.  
 Lewis Havard.  
 David Powell.  
 William Morgan.  
 Dd. Price.  
 David Powell, Senr.  
 Dd. Powell, Junr.  
 Elizth. Powell.  
 Howell Powell.  
 Thomas Powell.  
 William Powell.  
 Walter Price.  
 Jenkin Powell.  
 Llewellyn Powell.  
 Lewis Powell.  
 Richard Richards.  
 Roger Rogers.  
 Thomas Thomas.  
 Roger Price.  
 David Price, Senr.  
 David Price, Junr.  
 James Powell.  
 Lewis Powell.  
 Richard Powell.  
 Rees Powell.  
 Richard Price.  
 Eliphaz Watkins.  
 E. Williams.  
 Jenkin Williams.  
 John Williams.  
 Wm. Williams, Clk.

Feby. 14th, 1822. G. FOREST of BRECKNOCK, NOTICE. Personally served Mr. J.  
 CHEESE with a true copy. J. E. HULL, Junr.

The proposal to sell more land to Mr. Christie was then abandoned, and with it the plan of stinting the Commoners' Allotment: an arrangement otherwise desirable, and even necessary of itself.

The following are two of Mr. Cheese's letters at this period, which are of sufficient interest to be given here:—

"GREAT FOREST INCLOSURE.

"July, 1821.

"Dear Sir,—I received a letter from Mr. De Bruyn by the last day's post, fixing Wednesday, the 19th of September, for meeting at Brecon to finally settle this very long protracted concern. I trust nothing will now occur to prevent us, as I have long been most anxious to have it done.

"He names the 19th for meeting, the 20th for auditing the account, and the 21st for the sale of Vole Darw.

"It grieves me much the necessity of the latter day's business, and on my own account I would make any sacrifice rather than do it; but if the present claims are admitted by our auditors, it will be impossible for us to wind up the concern without doing so.

"I will thank you to consult with your Co-Clerk, and give the necessary Notices.

"I am, Dr. Sir,

"Yours truly,

"John Jones, Esq."

"(Sd.) JOHN CHEESE."

"BRECKNOCK FOREST INCLOSURE.

"Castle Weir,

"Feby. 15, 1822.

"Dear Sir,—It was never my wish in any way to act hostile to the wishes of the proprietors in this concern, particular Mr. Williams of Penpont, who I have no doubt is the instigator of these proceedings.

"At the meeting at Brecon, when the account was settled, it was my intention to have made a proposal to him to transfer my power in the Act respecting the Stint to another, or give up entirely; but the treatment I received then, and afterwards at the Meeting at Trecastle, which you was witness to, was the only reason for altering my opinion, well knowing that no compulsory powers would take from me the powers which the Act gave me; at the same time (provided I had been treated differently), I would have done anything they would have wished me.

"Being from (home) when your young man came to my House, I have not made up my mind how I shall act, but I will write you in a few days.

"I should be much obliged if you would speak to Mr. Williams respecting my Bill for the Penpont rate, which was at his request left at your office.

"Your obt. Hble. Servant,

"(Sd.) JOHN CHEESE.

"John Jones, Esq., Solicitor, Brecon."

But what were the Crown doing? They first found a purchaser for their great allotment of 13,767 acres in Mr. John Christie, a London merchant, and then proceeded to sell the tithes and minerals.

Let us, however, give their own account of the proceedings :—

REPORT IV. Page 30. A.D. 1823.

Under the Act 58 George III, c. 99, respecting Brecon Forest, mentioned in our last report, there were allotted in severalty to His Majesty, in compensation for all the rights of the Crown over that extensive and barren waste, 13,760 acres, being one moiety of what remained after providing for expenses. This Allotment was advertised to be disposed of by tender, and has been sold to John Stewart, of the City of London, Merchant, on the nomination of John Christie, Esq., whose tender was the highest, together with the rights of the Crown to the Tithes over the same, for the sum of £16,330, which sum, together with the £200 received from Archibald Christie, Esq., for the right of the Crown to Tithes over some Allotments sold for the purpose of raising money for carrying the measures authorised by Parliament into execution; and the purchase money on the Sale of the Crown Allotments in Exmoor Forest was carried to the Account of the Woods and Forests Fund at the Bank of England, and materially assisted in paying the very considerable demands upon those Funds for several years past, on account of the extensive Enclosures and Plantations made in the Royal Forests.

REPORT IV. (Sales. Under Act, 55 George III, c. 190.) Appendix, No. 26, page 161.

A.D. 1820.		Acres.	£
Feb. 7.	John Stewart, of London, Merchant	13,760	15,000
„	Archibald Christie, Esq., of London, Sale of the Crown Rights and Royalties over Five Allotments of Land	—	200
Feb. 15.	John Stewart, of London, Merchant, Sale of the Crown Rights to Tithes over the above 13,760 acres	13,760	1,330

In order to make the large Allotment of any great value to the owner, it had to be fenced in, and this was done all round—wire fencing being then unknown—by high dry stone walls. What it cost to make these walls, and who paid the cost, whether the Crown or Mr. Christie—probably the latter—we do not know, but the building cost a large sum of money. At a later period, when the Cnewr Company rented the Crown allotment from Mr. Claypon, I think, the walls being much damaged by a deep snow, the outlay of repairing the walls, according to the conditions of their lease, was so great as nearly to ruin them. And from what I have seen of these walls still existing, and supposed to serve as efficient boundary-fences against Welsh mountain sheep, it would cost a large sum if the owners of the Crown Allotment were called upon by the owners of the Commoners' Allotment to place those fences in good repair, as may be any day the case.

However, the one sale by the Crown that chiefly concerns us is that of February 15, 1820, to Mr. John Stewart, of London, of the Crown rights to the tithes (it will be seen the actual conveyance includes much other property) over the 13,760 acres of the Crown Allotments for £1,330.

We append a copy of that deed in full, because it is upon the language of that comprehensive and really marvellous document, and upon the construction placed on its vague language, that the recent difficulty and dispute has arisen with Lord Tredegar, the successor of the Sir Charles Morgan of 1815.

SALE

BY THE COMMISSIONERS OF HIS MAJESTY'S WOODS, FORESTS, AND LAND REVENUES.

[Among the Inrolments (inrolled March, 1822, A.B. Actg. Auditor) in the custody of the Keeper of Her Majesty's Land Revenue Records and Inrolments in Book intituled *South Wales Inrolments*, 15 fo. 34, is the following] :—

Whereas by an Act of Parliament made and passed in the 55th year of the reign of His late Majesty George III, entitled “An Act to amend an Act made in the 48th year

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of the Reign of His said Majesty to improve the Land Revenue of the Crown so far as relates to the Great Forest of Brecknock, in the County of Brecknock, and for vesting in His Majesty certain parts of the said Forest and for inclosing the said Forest," after reciting that the King's Most Excellent Majesty, in right of his Crown, was seized to himself his heirs and successors of the Great Forest of Brecknock, in the County of Brecknock, which Forest was of considerable extent, and that the waste lands within the same were computed to be upwards of 40,000 acres, subject nevertheless to such rights of common and other rights as therein mentioned.

It was thereby enacted (amongst other things) that Henry de Bruyn and John Cheese, both therein named, and their successors to be nominated or appointed in manner therein-after mentioned, should be and they were thereby appointed Commissioners for dividing, allotting, and inclosing the said Forest, and all the open commonable Lands and Grounds within the same, and for carrying into execution the several other purposes of the Act now in recital in such manner as was thereafter provided or mentioned, and with such of the powers and subject to such of the rules, orders, regulations, restrictions and provisions contained in an Act passed in the 41st year of the reign of his said Majesty, and referred to in the said Act now in recital as were not altered, varied, or otherwise provided for (by the now reciting Act); and it was thereby further enacted that the said Commissioners should and they were thereby authorised and required after making and setting out several Allotments therein mentioned, to set out and allot one full moiety or half part of all the rest, residue, and remainder of the said Forest, due regard being had to the quality and situation thereof, unto the King's Most Excellent Majesty, his Heirs and Successors, and which Allotment as soon as the same should be allotted and severed from the Land adjoining thereto, should become and remain the exclusive and absolute property of the King's Majesty, his heirs and successors, freed, exonerated, and for ever discharged of and from all rights of Common, Common of Pasture and Turbary, and all other rights of what nature and kind soever.

And whereas by another Act made and passed in the 58th year of the reign of his said late Majesty, intituled "An Act for altering and amending an Act made in the 55th year of his present Majesty, to amend an Act made in the 48th year of his present Majesty, to improve the Land Revenues of the Crown so far as relates to the Great Forest of Brecknock, in the County of Brecknock, and for vesting in his Majesty certain parts of the said Forest, and for inclosing the said Forest," after reciting or taking notice of the said Act of the 55th year of the reign of his late Majesty, and reciting that the Commissioners appointed in and by the said last-mentioned Act had proceeded to put the same into execution, and that great expenses had been thereby incurred, and that considerable parts of the said Forest had been sold by the said Commissioners to defray such expenses, and after further reciting that it appeared that the soil of so much of the said Forest and the lands and Grounds in the said recited Act mentioned as would remain to be divided and allotted in severalty unto and amongst the persons entitled to rights of common in, over, and upon the said Forest, after making and setting out the other Allotments in the said last-recited Act directed, was so poor and sterile that the same would not answer the expenses of enclosure and cultivation, and that it was therefore expedient that so much of the said recited Act as directed that Allotments should be made in lieu of tithes, and that the said Commissioners should allot the residue of the said Forest and other open and commonable lands, after setting out the King's Allotments as thereinbefore mentioned, in severalty unto and amongst the several persons intituled to commonage in, over, or upon the same, freed and discharged from the tythes and rights of Common, should be repealed, together with all powers and authorities given by the said last recited Act to the said Commissioners for that purpose, and that the said Commissioners should be authorised and required to allot one moiety of the said Forest to the King's Most Excellent Majesty, his heirs and successors, and the other moiety thereof to and amongst the several persons entitled to rights of common to be enjoyed by them in common as theretofore, or in such manner and under such rules and regulations as thereafter mentioned, but freed from all Forestal rights.

It was therefore enacted that so much of the said Act of the 55th year of the reign of

his said late Majesty as directed and empowered the said Commissioners to turn or alter any streams, springs, or watercourses within the said Forest, and make and set out any Allotments in lieu of Tythes to any Person or Persons whatsoever, and to ascertain, settle, or determine to whom such allotments should belong, and to set out and allot the residue of the lauds and grounds by the said last recited Act directed to be divided, allotted and inclosed unto and amongst all and every the persons entitled to Commonage in, over, or upon the same respectively, or any part or parts thereof respectively, in proportion to the real value of their several and respective messuages, cottages, lauds and tenements, in respect whereof they were entitled to such rights of common, and to the part or parts of the lands to be inclosed in, over, and upon which their respective rights of common should extend, together with all powers and authorities given to the said Commissioners for that purpose, and all other power and authorities given by the said recited Act to the said Commissioners for directing the fencing of Allotments, and also so much of the same Act as directed that all tithes, both great and small, moduses, compositions, and other payments in lieu of tithes arising, renewing, and payable within the said Forest lands and grounds, and all rights of common in, over, and upon the same, should cease and be for ever extinguished, should be and the same was and were thereby repealed.

And it was thereby further enacted that the King's Most Excellent Majesty, his heirs and successors, should from thenceforth continue to take, demand, have, and receive all tithes, both great and small, and all moduses, compositions, and all other payments in lieu of tithes whatsoever, arising, growing, renewing, increasing, happening, or payable out of, from, or in any of such part or parts of the open and commonable lands within the limits of the said Forest as were extra-Parochial, and that all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes whatsoever arising, growing, renewing, increasing, happening, and payable in, over, or upon such part or parts of the said open or commonable lands as was or were locally situate within the bounds or limits of any parish or parishes, if any part or parts were so situate, should thenceforth be demanded, taken, and payable by and to the person or persons, bodies politic, corporate, or collegiate, who was, were, or should be entitled thereto in as full, ample, and beneficial, and in such and the same manner as if the said Act of the 55th year of the reign of his said late Majesty had not been passed.

And after further reciting that the said Commissioners had, under the authority of the said last-mentioned Act, sold certain parts of the said Lands and grounds within the said Forest for defraying the expenses of passing and carrying into execution the same Act, and that the Lands and grounds so sold had been purchased by the persons then holding the same as Tithe free, It was thereby therefore enacted that nothing therein contained should be construed or extend to subject any lands which had been so sold tithe free to the payment of tithes, but that the same should remain and continue free and exempt from tithes in such and the like manner as if the Act now in recital had not been passed; and that the said Commissioners should, and they were thereby authorised and required to set out and allot unto or for the King's Majesty, his heirs and successors, or the person or persons, bodies politic or corporate or collegiate, who would have been entitled to tithes in kind in, over, or upon the said lands and grounds so sold by the said Commissioners as tithe free, so much and such parcel of the said lands and grounds by the said Act of the 55th year of the reign of his said late Majesty directed to be divided, allotted and enclosed as should, in the judgment of the said Commissioners, be a full compensation and satisfaction for all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes arising, growing, renewing, increasing, happening, or payable out of or from or for or in respect of all such lands and grounds which had been so sold tithe free as aforesaid, and that after the making and setting out of the Allotments by the Act now in recital directed to be made as a compensation and satisfaction for the tithes of the lands which had been so sold tithe free as therein mentioned, and the Allotments of lands to be sold under the authority of the Act now in recital for payment of expenses, the said Commissioners should and they were thereby required to divide, set out, and allot one moiety or full half part of all the rest, residue, and remainder of the said Forest (due regard being had to the quality and situation thereof), unto the King's most excellent

Majesty, his heirs and successors, and which said allotment, as soon as the same should be allotted and severed from the lands adjoining thereto, should become and remain the exclusive property of His Majesty, his heirs and successors, freed, exonerated, and for ever discharged of and from all rights of common, common of pasture and turbary, and all other rights of what nature and kind soever.

And it was thereby further enacted that all the rest, residue, and remainder of the said lands and grounds by the said therein-recited Act directed to be divided, allotted, and inclosed, should be and remain open and uninclosed for the benefit of the several other owners or proprietors of antient messuages, cottages, inclosed lands and grounds entitled to rights of common in, over, and upon the said lands and grounds, according to their several and respective rights and interests therein, freed and discharged from all forestal rights and from all claims of his Majesty, his heirs and successors, and all persons lawfully claiming under him or them, save and except such rights and interests as were thereafter expressly excepted and reserved to his Majesty, his heirs and successors. And it is thereby provided that the Act now in recital should not defeat or prejudice the rights or interests of the King's Most Excellent Majesty, his heirs or successors, in or to any mines of coal, lead ores, or any other Minerals whatsoever, in or under the same forest or any part thereof, but that his Majesty, his heirs and successors, or his or their Lessees or Grantees, Agents, Servants, or Workmen might search for, dig, raise, and carry away all coal, lead ores, Metals, and all other Minerals whatsoever, as if the Act now in recital had not been passed.

And whereas the said Henry de Bruyn and John Cheese, as such Commissioners as aforesaid, did by their Award in writing, bearing date the 10th day of June, 1819 (amongst other things), award, set out, and allot as and for one full moiety or half part of all the rest, residue, and remainder of the said Forest unto the King's Most Excellent Majesty, his heirs and successors, the several pieces or parcels of land thereafter described (that is to say) All that piece or parcel of land containing by admeasurement 13,860 acres, or thereabouts, be the same more or less, bounded on the North partly by the Allotment thereinbefore awarded and set out in lieu of tithes, marked C. 3 upon the Map or Plan referred to by the said Award, in other parts by the Dywynnydd Brook, the old Inclosures then or then lately belonging to Rice Powell, Clerk, Llewellyn Powell, David Morgan, Lewis Powell, John Llewellyn, Esquire, Penry Williams, Esqr., and William Hopkins respectively, the Cnewer Brook, the Treweren Brook, and on the remaining parts of the North by the allotment awarded and set out to the owners or proprietors of ancient messuages, cottages, inclosed lands and grounds whose rights of common in and over the said Forest have been established, and by lands sold to Walter Powell, Esquire, and on the East by the Turnpike Road from Brecon to Neath, by lands sold to Archibald Christie, Esquire, by the Old Inclosures then or then lately belonging to Llewellyn Powell, and the heirs of the then late Walter Jeffreys respectively, the Public Limestone Quarries, marked No. 4 on the said Map or Plan, lands sold to John Parton, Esquire, other lands sold to the said Archibald Christie, and the old Inclosed lands then or then lately belonging to Watkin Powell, on the South by lands sold to the said Archibald Christie, and by the old inclosed lands then or then lately belonging to Walter Price, of Glynllech, and the said Llewellyn Powell, and on the West by the old inclosed lands then or then lately belonging to William Gwyn, Esqr., the said Walter Price, Jane Powell, and Watkin Morgan respectively, the Public Limestone Quarry marked No. 5 on the said Map or Plan, lands then or then lately belonging to William Powell, John Llewellyn, Esqr., and Jenkin Thomas Watkins respectively, and by the Public Road leading from Trecastle to Glyntawe, and which said Allotment, piece or parcel of land was more particularly delineated and described upon the Map or Plan thereunto annexed, and was so awarded and allotted by the late Commissioners, subject to the then roads and Driftways in and over the same, excepting such unnecessary roads or driftways as should be stopped up under and by virtue of the order in writing of any two Magistrates of the County of Brecknock, and reciting that the said Commissioners had comprised in the Allotment so made as aforesaid to the King's Most Excellent Majesty, his heirs and Successors, all that piece or parcel of land called Wain Liky, being part and parcel of a tract of land called Cefn Cil, containing by admeasure-

ment 240 acres or thereabouts, be the same more or less, bounded on the North by the Dywynny Brook, on the East by a farm and lands belonging to the said Rice Powell, called Cwm Dywynny, on the South by the Paddest Brook, and on the West by part of the lands therein awarded to the King's Most Excellent Majesty, his heirs and successors, and also reciting that a certain suit therein mentioned to have been commenced by the said Rice Powell against the said Commissioners concerning the title of the said last-mentioned piece or parcel of land being then pending and undetermined, and it being expedient that an equivalent to one moiety of the said piece or parcel of land, quality and situation being considered, should be awarded and allotted to the King's Most Excellent Majesty, his heirs and successors, out of the Allotment awarded and allotted by the said Commissioners in and by their other award, bearing even date with the one now in recital, for the benefit of the owners or proprietors of ancient Messuages, cottages, inclosed lands and grounds whose rights of common upon the said Forest had been established, in the event of the said piece or parcel of land, called Wain Liky, being decided upon the trial of the said cause to be the property of the said Rice Powell, the said Commissioners did by their said award, now in recital, award and allot unto the King's Most Excellent Majesty, his heirs and successors, All that Allotment, piece or parcel of land, containing by admeasurement 140 Acres, or thereabouts, be the same more or less, bounded on the North by the open lands of the said Forest and lands belonging to Rees Howell, on the South by lands awarded and allotted by the said Commissioners in their said other award to William Powell, and the open lands of the said Forest, and on the West by the open and commonable lands in the Lordship of Garth, and which said last-mentioned piece or parcel of land was so awarded and allotted by the said Commissioners, subject to the ancient tracts or driftways over the same, which said last-mentioned allotment, piece or parcel of land should, in the event aforesaid, become and remain the exclusive property of the King's Most Excellent Majesty, his heirs and successors, freed, exonerated, and for ever discharged of and from all rights of common, common of pasture and turbary, and all other rights of what nature and kind soever. But in case the verdict in the said cause should determine the said piece or parcel of land called Wainliky to be a part of the said Forest, and not the private property of the said Rice Powell, then and in that case the said Commissioners thereby awarded and allotted the said piece or parcel of land last thereinbefore described as part of the residue of the said Forest in and by their said award, bearing even date with the said Award now in recital awarded and allotted, to and for the benefit of the Persons whose rights of common upon the said Forest had been established as thereinbefore mentioned.

And whereas by a certificate of contract in writing under the hands of the Right Honorable William Huskisson and William Dacres Adams, Esquire, two of the Commissioners of His Majesty's Woods, Forests, and Land Revenues, for and on behalf of the King's Most Excellent Majesty, bearing date the 7th day of February, 1820, and duly inrolled in the Auditors' office for the County of Brecon, it was certified that in pursuance of a Warrant from the Right Honorable the Lords Commissioners of his Majesty's Treasury, bearing date the 24th day of November then last past, the said William Huskisson and William Dacres Adams had contracted and agreed with John Stewart of Mark Lane, in the City of London, Merchant, for the sale to the said John Stewart for £15,000 of all that the said Allotment, piece or parcel of land part of the said Great Forest of Brecknock aforesaid, containing by admeasurement 13,860 acres, which was awarded, set out, and allotted unto the King's Most Excellent Majesty, his heirs and successors, by the said Henry de Bruyn and John Cheese as aforesaid and hereinbefore particularly mentioned and described (save only and except out of the said Allotment the piece or parcel of land so contracted and agreed to be sold to the said John Stewart, as aforesaid, the said piece or parcel of land, called Wain Liky, and which said excepted piece or parcel of land was at the date and publication of the said Award in dispute, the same having been claimed by Rice Powell, Esquire, and a suit having been commenced by him against the said Henry de Bruyn and John Cheese as aforesaid, for the purpose of trying his title thereto, and which suit had been then since decided in his favor, and his title thereto had been established by a verdict in the said suit. And also all that the said other Allotment, piece, or parcel of land, being

other part of the said Great Forest, containing by admeasurement 140 acres or thereabouts, and which said Allotment of 140 acres was in and by the said Award directed to become and remain the exclusive property of the King's Majesty (subject to the ancient tracks or driftways over the same), in the event of the claim of the said Rice Powell to the said excepted piece or parcel of land called Wain Liky being established by a verdict in his favor in the said suit as aforesaid, and which 140 acres were therefore then become the absolute and exclusive property of his said Majesty, which said pieces or parcels of land so contracted and agreed to be sold to the said John Stewart contained by admeasurement in the whole 13,760 acres, the said first-mentioned Allotment, after deducting the said excepted piece, called Wain Liky, being 13,620 acres, and the said Allotment awarded in lieu of such excepted piece being one 140 acres as aforesaid, and which said Allotment, pieces, or parcels of land so contracted and agreed to be sold to the said John Stewart as aforesaid were more particularly delineated and described in the Map or Plan thereof thereunto annexed.

Together with all Mines of Coal, Lead ores, Metals, and all other Minerals whatsoever in or under the same, and all other His Majesty's Manorial and other rights, royalties and privileges in and over the said several Allotments respectively, and all ways, paths, passages, waters, watercourses, rights, easements, privileges, and appurtenances to the said pieces or parcels of land so contracted and agreed to be sold to the said John Stewart as aforesaid belonging.

All which said premises the said Commissioners of His Majesty's Woods, Forests, and Land Revenues were authorised and empowered in and by the said above-recited Act of Parliament of the 55th year of his then late Majesty's reign to sell as therein mentioned, which said price or sum of £15,000 was to be paid by the said John Stewart into the Bank of England and carried to the account of the Public monies of the Commissioners of His Majesty's Woods, Forests, and Land Revenues, "the Woods and Forests Fund," and from and immediately after the payment of the said sum into the Bank in manner aforesaid, and the enrolment of the now reciting Certificate, and the receipt for the purchase-money in the Office of the Auditor of the Land Revenue for the County aforesaid, and thenceforth for ever the said John Stuart and his heirs or assigns shall be adjudged, deemed and taken to be in the actual seizin and possession of the said hereditaments and premises so by him purchased, and should hold and enjoy the same peaceably and quietly freed and discharged from all claims and demands of His Majesty, his heirs and Successors, or of any person or persons claiming under him or them.

And whereas the said John Stewart has since contracted and agreed with the Commissioners of His Majesty's Woods, Forests, and Land Revenues for the purchase of such further rights, royalties, privileges, and interests of His Majesty in the said Forest as hereinafter described, at or for the price or sum of £1,330, Now these are therefore to certify that in pursuance of a Warrant from the Right Honourable the Lords Commissioners of His Majesty's Treasury, bearing date the 14th day of December, 1820, William Dacres Adams and Henry Dawkins, Esquires, two of the Commissioners of His Majesty's Woods, Forests, and Land Revenues, for and on behalf of the King's Most Excellent Majesty, Have contracted and agreed with the said John Stewart For the Sale to him at or for the price or sum of £1,330 of lawful money of Great Britain of all His Majesty's rights and interests of, in, and to all tithes, both great and small, and of, in, and to all moduses, compositions, and other payments whatsoever in lieu of tithes arising, growing, renewing, increasing, happening, or payable out of, from, or in respect of the said several pieces or parcels of land so sold to the said John Stewart as hereinbefore mentioned, And also out of, from, or in respect of All and singular the Allotments, pieces, or parcels of Land allotted or set out by the Award of the said Commissioners to and for the benefit of the owners or proprietors of ancient messuages, cottages, inclosed land and grounds, whose rights of common upon the said Forest have been established. And also out of, from, or in respect of any other part or parts of the said Great Forest, save and except out of and from such part or parts thereof as have been sold by the said Commissioners of Inclosure as Tithe free, and out of and from the several Allotments containing together 1,786 acres and 23 perches, His Majesty's rights over which have been

sold to the said Archibald Christie as aforesaid, and save and except out of and from an Allotment piece or parcel of land commonly called Carne Gwynnen, containing by admeasurement 43 acres or thereabouts, bounded and abutted as in the said Award is particularly mentioned (His Majesty's rights over which said Allotment have been agreed to be sold to John Parton, late of Charlotte Street, Bloomsbury, in the County of Middlesex, Gentleman, now deceased).

And also for the sale to him, the said John Stewart, of all His Majesty's rights and interests in, to, and over all that Allotment piece or parcel of land commonly called and known by the name of Wain dwr, containing 167 acres or thereabouts, be the same more or less, bounded and abutted as in the said Award is particularly mentioned, and therein distinguished by the Letter and Figure A 1. And also, in, to, and over all that other Allotment piece or parcel of land containing by admeasurement 82 acres, or thereabouts, be the same more or less, also bounded and abutted as in the said Award is particularly mentioned, and therein distinguished by the Letter and Figure C 3, and which last-mentioned Allotments are two of the Allotments which have been set out and allotted by the said Award unto the person or persons who would have been entitled to the tithes arising, renewing, increasing, happening, or payable for or in respect of the said several pieces of land so sold by the said Commissioners as Tithe Free as aforesaid if the same had not been so sold.

And also for the sale to him, the said John Stewart, of all mines of Coal, Lead ore, Metals, and all other Minerals, and of all other Manorial and other rights, royalties, privileges, and interests of every description whatsoever of or belonging to his Majesty, his heirs or successors, in and over the said respective allotments, and in and over the whole of the said Great Forest of Brecknock, save only and except in and over the said several allotments containing together 1,786 acres, 2 roods, and 23 perches, his Majesty's rights over which have been purchased by the said Archibald Christie as aforesaid, and save also and except in and over the said allotment piece or parcel of land commonly called Carne Gwynnen, containing by admeasurement 43 acres or thereabouts, His Majesty's rights over which have been so agreed to be sold to the said John Parton aforesaid.

All which said premises so contracted and agreed to be sold to the said John Stewart, the said Commissioners of His Majesty's Woods, Forests, and Land Revenues are authorised and empowered in and by the said above recited Act of Parliament of the 55th of his late Majesty's reign, with the approbation of the Lord High Treasurer or the Commissioners of His Majesty's Treasury for the time being, or any three or more of them, to contract and agree for the sale of and absolutely to make sale and dispose of as by reference to such Act will more fully appear, which said price or sum of £1,330 of lawful money of Great Britain is to be paid by the said John Stewart into the Bank of England, and carried to the account of the public monies of the Commissioners of His Majesty's Woods, Forests, and Land Revenues, being "The Woods and Forests Fund," and from and immediately after the payment of the said sum into the Bank in manner aforesaid, and the Inrolment of the Certificate and the receipt for the purchase money in the office of the Auditor of the Land Revenue for the County aforesaid, and thenceforth for ever the said John Stewart and his heirs or assigns shall be adjudged, deemed, and taken to be in the actual seizin and possession of the said Tithes, Rights, Royalties, Hereditaments, and premises so by him purchased as aforesaid, and shall hold and enjoy the same peaceably and quietly, freed and discharged from all claims and demands of His Majesty, his heirs and successors, or of any person or persons claiming under him or them, and in as full and ample manner to all intents and purposes as his Majesty, his heirs or Successors, might or could have held or enjoyed the same if such sale had not been made. Given under their hands this 15th day of February, in the year of our Lord 1822.

WM. DACRES ADAMS, } Commissioners of His Majesty's Woods,  
HENRY DAWKINS, } Forests, and Land Revenues.

Signed by the above-named William Dacres Adams and Henry Dawkins in the presence of

A. MILNE.

Received the nineteenth day of February, One thousand eight hundred and twenty two, of and from the above-named John Stewart the sum of One thousand three hundred and thirty pounds of lawful money of Great Britain, being the consideration money expressed in the above written certificate.

£1,330.

Entd.

J. Gilbert.

Witness my hand,

For the Governor and Company of the Bank of England,

T. TRIQUET, Cashier.

Examined by me,

EDWD. H. RHODES, Deputy Keeper.

I certify the foregoing to be a true copy from the said Inrolments pursuant to the Act 15 and 16 Vict., cap. 62, Sec. 8, having been examined as above.

Land Revenue Record Office,

22nd February, 1893.

H. S. HEWLETT,

Keeper of the Records.

And we add a letter received from Sir John Hibbert, the then Secretary to the Treasury, which, while admitting the uncertain and vague language of the Crown Conveyance, throws upon the Commoners' Allotment holders the responsibility of ascertaining by action at law the true effect and meaning of the Deed.

[COPY.]

#### LETTER FROM THE PARLIAMENTARY SECRETARY TO THE TREASURY.

The annexed letter has been received from Sir John T. Hibbert, on behalf of the Commissioners of Woods, etc., and the Treasury, showing the present views of that Department on the case :—

“ BRECKNOCK FOREST.

“ Treasury Chambers,

“ Whitehall, S.W.,

“ 22 Aug., 1893.

“ Dear Sir,—I have received a Report from the Commissioners of Woods on your letter of the 7th August, raising the two points—(1) What had the Crown to sell in 1820 and (2) what did the Crown sell to Lord Tredegar's predecessor in title.

“ You also ask for the Report of the Crown Surveyor at the time of the sale, with the object of elucidating the two questions.

“ The two questions which you ask can only be answered by reference to the Acts of Parliament, the Awards made thereunder, and the Crown Conveyances.

“ I understand from the Commissioners of Woods that you have had access to all these.

“ It is clear that the Crown could only convey what was awarded to it, or reserved to it under the Acts of Parliament, and the question is, therefore, only one of interpretation, as to which it is open to you to take legal advice, but as to which neither I nor the Commissioners of Woods can assist you.

“ I need only add that no Crown Surveyor's Report such as you speak of is known or believed to exist; and even if there had been such in existence, it would not have interpreted or limited the Conveyances by the Commissioners of Woods, so far as these Conveyances are limited to what the Crown had to convey. Beyond that they were, and are, invalid.

“ I have, etc.,

“ (Sd.) JOHN T. HIBBERT.

“ John Lloyd, Esq.”

[Hibbert's letter, App. 1052, vol. III, R. C. Land of Wales.]

It is not material to the case of the Commoners' Allotment owners whether the lands of the Forest were extra-parochial, and whether the Crown were the owners of the tithes, though it is important whether the Crown was empowered to sell the tithes at all, having regard to the 48th Geo. III, Sect. 27. What, however, concerns the Allotment holders most materially are the general words about manorial rights and other interests over the Commoners' Allotment, and over the Great Forest generally (with certain exceptions).

We say at once, and upon the advice of Counsel, that the Crown never had any manorial rights over the Great Forest, or any part of it, and all the interest which they once had in the Commoners' Allotment (save the minerals), they had parted with for a valuable consideration to the Commoners; and that even if they ever possessed any such manorial rights or interests, there has been no power conferred by any Act of Parliament on the Crown to sell them. And if any possible doubt exists on these points, then to solve that doubt, reference must be made to the 48th Geo. III, Sect. 27, and to the agreement of August 14th, 1814, and to the terms of the Act 55 Geo. III, based upon that agreement.

And the conclusion, it seems to me, any impartial student of the case is bound to form is that the loose general words about "manorial rights and other interests" are purely the draftsman's invention and the draftsman's handicraft, not having the whole history of the proceedings before him, and that such "manorial rights and other interests" having no legal existence in fact, the language conveying such imaginary property is without any legal force. We believe the words complained of were added in ignorance, and in the excess of zeal of the draftsman; and we should be sorry to think that the Crown's advisers had designedly caused this language to be inserted, and so have broken faith and played false to their partners in the bargain.

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Mr. Alder sold his purchased lots almost immediately to Mr. A. M. Storey (afterwards Storey Maskelyne), and in 1827 it became necessary on the part of Mr. John Stewart and Mr. Christie, who both appear to have become bankrupts, to sell the Crown Allotments, etc., and the tithe allotments and tithes, and minerals over the Great Forest. The particulars of the sale bill, dated July 13th, 1827, are before me, and the sale took place at the London Auction Mart, Mr. Hoggart being the auctioneer:—

Lot I comprises the Great Forest Crown Allotment of about 14,070 acres, together with the tithes and minerals over the whole of this lot, as sold by the Crown. [A royalty of £1 per ton for rotten stone is stated to be paid, and of which probably 100 tons might be easily raised in the year.]

Lot V comprises the minerals over 25,000 acres of the Great Forest, "with all the Rights and Royalties thereto appertaining, as purchased of the Crown, the conveyance from which conveys all the Crown's Rights. Also the Tithe allotments of Waundwr and Voel Mity, and all other Tithes and Tithe rights possessed by the Crown."

In the conditions attached we find:—

"As to the Tithe and Tithe Allotment included in the present Sale, the Vendor sells the same only as taken by him of the Crown and Commissioners under the Act of Parliament, and is not to make out the Title of the Crown or his own, otherwise than by the production of the conveyance or assurance from the Crown or Commissioners; and as to the question of Extra-Parochiality, he is not to be called on for any evidence in support of it. And he also sells the Manor (Little Forest) with the title accepted by him on purchasing it, which the purchaser is to accept in like manner."

There is no reference in the Particulars of Sale and Conditions to any Manor of the Great Forest, or Manorial rights over any part of it.

The language of these conditions evidently implies that the Vendors had great mistrust as to the goodness of the Crown's title, either to the tithes or tithe allotments sold to him by the Crown, and on the day of Sale the following protest was handed in by the Solicitors of the Tithe-owners:—

NOTICE TO BE READ AT MESSRS. CHRISTIE'S AUCTION, ON THE 13TH JULY, 1827.

On behalf of the Clerical and Lay Proprietors of the Great and Small Tithes of the parish of Devynnock in the County of Brecon, and of the Vicar of Ystradfellte in the same county,

We, the undersigned, hereby give notice that they claim the Tithes off and from the Crown and other Allotments of the Great Forest of Brecon, which are situate within the said Parishes, in respect of which allotments of land in lieu of Tithes, have not been made by the Commissioners under the Act of Parliament.

That the said Proprietors claim the Allotments situate in the said Parishes so made by the said Commissioners to the owners of the Tithes of the said Great Forest in respect thereof.

And further that they deny that the said Great Forest is extra-parochial, and claim to be entitled to the Tithes of any part of the said Great Forest, situate in the said Parishes, in respect of which Allotments of Land in lieu of Tithes have not been made as aforesaid.

JONES & POWELL,  
Brecon, July 9, 1827.

∴ This notice was read aloud (*sic*) in the Sale Room D at the Auction Mart, immediately previous to Lot I being put up, and a copy of it delivered to Mr. Hoggart on the 13th July, 1827, by me,

(Sd.) J. GREGORY.

Again, we find in 1830, that Mr. Claypon, who succeeded Messrs. Stewart and Christie in the ownership of the Crown Great Forest property, claimed the Waundwr allotment against Mr. Penry Williams of Penpont, and other Tithe-owners, and Mr. Williams filed a Bill in the Exchequer of Plea in Avowry against Mr. Lewis Powell, who claimed possession as tenant of Mr. Claypon. There is no note of record on the brief of Mr. Chitty, now before me, as to what the result was. But other papers show that the case was referred to arbitration, and decided in favour of the Clerical and Lay tithe-owners. The Crown had, in fact, conveyed property they had no real right to.

A still fiercer fight raged over the tithes in 1840, when one Mr. Thomas Johnes, an Assistant Tithe Commissioner, came down to make the Tithe Commutation. Mr. Claypon made a gallant struggle to save the property he had purchased from Mr. Christie, and the whole question was gone into at great expense. Evidence was given on the part of the Clerical and Lay tithe-owners by a host of local witnesses, who proved perambulations of the Parish boundaries and the receipt of tithes; and after a protracted and costly struggle—the Bill of Mr. Philip Vaughan, Solicitor of Brecon, to the Tithe-owners for his charges and expenses in the Case, amounted to £500—the Assistant Commissioner gave his decision against what was practically the Crown claim, and held that every part of the Forest was in some defined Parish, and liable to pay tithes to the parochial tithe-owners. It was somewhat hard lines on Mr. Claypon, for, instead of recovering tithes from others, or at least being free of any such payment, he had now to pay tithes on the same footing as ordinary owners of lands in the Parish.

According to the Tithes Commutation made on July 27th, 1840, and confirmed on March 18th, 1843:—

Mr. Joseph Claypon was charged with tithes on

	7,331 acres in Defynnock Parish.
	2,664     ,,     Ystradfellte.
	1,347     ,,     Llywell.
Total acres	11,342

Mr. A. M. Storey was charged, etc., on

147 acres in Ystradfellte.  
540 „ Llywell.

Total . 787

Alderman Thompson on 1,779 acres in Ystradfellte; and Mr. Lewis Vaughan on 138 acres in Ystradfellte.

Total acreage of Great Forest chargeable, 13,948 acres, with a tithe-rent charge of £88 10s.

*Exeunt* the Tithe Allotments, and Tithes claimed and sold by the Crown in 1821, as *real property*!

The tramway from the Drim Colliery by Penwylt Limestone to Castle Dhu Wharf at Sennybridge was made by Mr. John Christie in 1823; and it was provided in the agreement with the persons through whose lands the line passed, that they should be entitled to have two trams for their private use, the coal and lime conveyed in such being free of toll.

After Mr. Christie's failure in 1827, the tramroad passed into the hands of Messrs. Thomas Arnott and Robert Mercer, of London, timber merchants, and they, on 12th August, 1828, granted a lease of it to certain local gentlemen, including the Marquess of Camden, William Watkins, William Powell, and David Jeffreys, for the first seven years at £650, and for the next seven years at £700. It appears that the tolls never much exceeded £500, so that there was a loss of £200 a year, but the working of the tramroad was, of course, productive of many incidental advantages to landowners. Mr. Joseph Claypon succeeded Messrs. Arnott and Co. as owner of the tramway, and it was generally called Claypon's tramway.

The first attempt by the Allotment holders to introduce rules for the government and regulation of their lands was made in the year 1835, when the following notice, signed by a few of the owners, was circulated, but with what result and effect our papers do not tell us:—

“We the undersigned, having a right of Common on the Unsold Portion of Great Forest of Brecon, do hereby give notice to all Commoners having any Stock now depasturing thereon, to remove such stock before the first of December next, and not again to turn any on before the 25th March next, and then only so much as the lands, in respect whereof they claim such rights, will maintain thereon during the winter.

“And all Persons acting contrary to this Notice will be instantly proceeded against.

“Dated 24th October, 1835.

“(Sd.)

Penry Williams, Penpont.

John Williams.

Jno. Powell.

Morgan Jones.

Rees Powell.

H. Powell.

Sam. C. Church, Frwdgrech.”

As far as our information extends, it would seem that the effort made by Mr. Williams of Penpont and others to frame regulations for the good government of their Allotment land fell stillborn. Since that date, a period of seventy years has passed, and yet matters generally as regards that immense area of land are still in the same unsettled and unsatisfactory condition.

## CAP. VI.

## THE WAUN TINKER LAWSUIT, 1845-46.

When very young, I remember hearing that there had been some dispute between Sir Charles Morgan and my father as to the grouse shooting on the Waun Tinker part of the Great Forest; but it was only a few years ago that I learnt from the following papers that a Writ had been issued, and that most of the customary formalities prior to a trial, had been entered upon by the Solicitors on either side, even to the retaining of Counsel.

The events in connection with the Great Forest have been painfully tragic hitherto, but now we have little less than a comedy. And it is really surprising that the Sir Charles Morgan of that day should have been so uninformed as to all prior proceedings, such as his father's agistment of the Forest, the 1786 and 1813 lawsuits, the Forest Inclosure Acts and Award, as to claim any rights whatever over the Commoners' Allotment of the Great Forest, in virtue of Brecon Lordship and Manor. In doing so he treated as naught and non-existent any claim the Crown or the grantees of their mineral rights might make, and also the long enjoyment and user of the sporting rights there, which Mr. John Powell and his fellow allotment-holders had uninterruptedly and regularly exercised for at least twenty to thirty years.

Apparently Sir Charles Morgan based his claim on a state and condition of things which had been changed several hundred years previously, by the complete severance of ownership of the Lordship of Brecon and of the Great Forest respectively. This severance is plainly stated in Mr. Illingworth's report, which has been already given. Sir Charles was evidently in a happy state of ignorance of the true position.

We are now about to give all the important particulars of the 1845-46 lawsuit that our papers contain. Mr. Dodgson's opinion may be thought to be adverse to the claim of the allotment-holders to the exclusive (save minerals) possession of the allotments. We do not hold that view. Our opinion is that the Crown has parted with absolutely every interest and property it had in the Allotment lands (except the special property of the Minerals) to the Allotment-holders for a valuable consideration, as before stated. Even if it were otherwise, and the Crown still held the Fee of the land, it would only be a species of legal fiction, that of a bare trustee, without any power to make use or profit of it or to transfer it to any one else, not even with the consent of the Allotment-holders, but only by an Act of Parliament passed for that purpose; and, as we have seen, the Acts of Parliament relating to the Forest have given no such power of sale or transfer to the Crown.

We now give the particulars of the Case :—

## GREAT FOREST OF BRECKNOCK.

In the Exchequer of Pleas.

[Copy of Papers relating to the Suit as to the right of Shooting over Waun Tinker, 1845-46.]

LLOYD against MORGAN, Baronet.

Copy Plea, and Case as to instructions for Pleas and opinion.

To advise Mr. DODGSON, J. GREGORY AND SONS, Clements Inn.

Maybery, Williams, and Cobb, Brecknock, Solicitors for Defendant.





**THE HEPSTE RIVER  
IN THE HEART OF WAUN TINKER MOOR.**

**WRIT OF SUMMONS.**

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to

John Lloyd of Dinas, in the parish of Saint David's, in the County of Brecknock, Greeting ;

We command you, that within Eight Days after the Service of this Writ on you, inclusive of the day of such Service, you do cause an Appearance to be entered for you in our Court of Exchequer of Pleas at Westminster, in an Action of Trespass at the Suit of Sir Charles Morgan. And take notice that in default of your so doing, the said Sir Charles Morgan may cause an Action to be entered for you, and proceed therein to Judgment and Execution.

Witness, Sir Frederick Pollock at Westminster, the 25th day of October, 1845.

N.B. This Writ is to be served within Four Calendar Months from the date thereof, including the day of such date, and not after.

**DECLARATION OF PLAINTIFF.**

In the Exchequer of Pleas.

The 23rd day of February, A.D. 1846.

Breconshire to Wit, Sir Charles Morgan, Bart., the Plt., in this suit by George William Finch his Attorney, complains of John Lloyd the Deft. in this suit, who has been summoned to answer the Plt. in an action of Trespass, FOR THAT the Deft. on the 2nd day of September, A.D. 1845, and on divers other days and times between that day and the commencement of this suit, with force and arms, etc., broke and entered divers closes of the Plaintiff to wit, a certain close of the Plaintiff, situate and being in the County of Brecon to wit, in the parish of Ystradfellty, in the said County, and then being known as and called Wain Tinker, being part and parcel of the waste land of the Manor of Brecknock in the said County.

And also a certain other Close of the Plt. situate and being in the County aforesaid, to wit in the parish of Penderryn, And then being known as and called Pantywern, there bounded on the South by the Turnpike Road leading from the town of Brecon to the village of Penderryn, on the North by the Hepste Brook, and on all other parts thereof by other portions of the said Common or waste called Pantywern, and there with divers dogs and guns hunted and searched in the said closes and each of them for Hares, Grouse, Partridges, and other game, and then trod down and trampled upon, consumed and spoiled the grass and Herbage of the Plt. then there being, and then killed upon and seized, took, and carried away from and off the said Waste divers, to wit, 50 hares, 50 Grouse, 50 Partridges, and 100 Conies of the Plt. of great value, to wit, of the value of £60, then being in and upon the said Closes respectively, and converted and disposed thereof to his own use. And also for that the Deft. on the several days and times aforesaid, with force and arms, etc., seized, took, and carried away divers, to wit, 30 dead hares, 30 dead grouse, 30 dead partridges, and 30 dead conies of the Plt. of great value, to wit, of the value of £50, and converted and disposed thereof to his own use, and other wrongs to the Plt., then did against the peace of our Lady the Queen and to the damage of the Plt. of £200, and thereupon he brings his suit, etc.

*Observations on above Declaration by Defendant's Solicitor.*

[Wain Tinker was part and parcel of the Great Forest of Brecknock belonging to the Crown, which in or about the year 1819 was disafforested ; it never formed part and parcel of the manor of Brecknock. In the year 1819, in consideration of certain commonable rights theretofore enjoyed by Proprietors of Lands adjoining the Great Forest, Commrs. duly appointed by their award allotted Wain Tinker to certain Commoners by name, consisting of 200 or more, and among them appear the names of Mr. John Powell and Sir Charles Morgan, the former the Gentleman under whose authority and with whose

permission Defendant went there ; the latter the Plaintiff in this Cause. The Great Forest was one wide waste of open Hill and common comprising thousands and thousands of acres, over which there existed, previous to its being disafforested, commonable rights of pasturage, etc. In lieu of such rights, Wain Tinker was allotted.

Pantywern is stated to be in the parish of Penderryn, and bounded on the north by the Hepste brook ; whereas, in fact and in truth, if Pantywern is so bounded, then it is in the parish of Cantreff as well as in the parish of Penderryn, for after proceeding some 360 yards or so in a northerly direction for Wain Tinker from the Turnpike Road, we enter into the parish of Cantreff, and for half a mile we traverse the parish of Cantreff before we reach the Hepste Brook, crossing which we first enter upon Wain Tinker. On Wain Tinker the Defendant certainly did with his Gun and Dogs hunt and search for Grouse, but not so on any part of Pantywern ; and as for killing and carrying away, he did not see a head of Game the whole day, and did not discharge his gun.]

### PLEA OF DEFENDANT.

The Defendant, by Jonas Gregory his Attorney, says that he is not guilty of the said alleged trespasses above laid to his charge, or of any or either of them, or any part thereof in manner and form as the Plt. hath above thereof complained against him. And of this the Defendant puts himself upon the country, etc.

And for a further plea in this behalf as to breaking and entering the said close called Waun Tinker, and there with divers dogs and guns hunting and searching in the last-mentioned close for hares, grouse, partridges, and other game, and treading down, trampling upon, consuming, and spoiling the grass and herbage growing and being in the last-mentioned close at the said several times when, etc., in the Declaration in that behalf mentioned, the Deft. says that the said close in which, etc., called Waun Tinker, and the said grass and herbage there being were not respectively the close grass or herbage of the Plt. in manner and form as in the Declon. is in that behalf alleged. And of this the Defendant puts himself upon the country, etc.

And for a further plea as to trespasses in the introductory part of the next preceeding plea mentioned, the Deft. says that the said close in which, etc., called Wain Tinker, and the said grass and herbage there being at the said several times when, etc., were and was and now are and is the close grass, herbage, soil, and freehold of one John Powell, wherefore the Defendant at the said several times when, etc., in the Declon. mentioned as the Servant of the said John Powell, and by his command broke and entered the said close in which, etc., called Waun Tinker, so then being the close soil, and freehold of the said John Powell, and committed therein and thereto the said other trespasses in the introductory part of the next preceeding plea mentioned and in the introductory part of this plea mentioned referred to, and wh'of. the Plt. has above complained against him as he the Deft. lawfully might for the cause afd., and this the Deft. is ready to verify, etc. And for a further plea as to the same last-mentioned trespasses to which the two next preceeding pleas are pleaded, the Deft. says that the said Close in which, etc., called Waun Tinker, and the said grass and herbage there being at the said several times when, etc., were and was and now are and is the close grass, herbage, soil, and freehold of our Sovereign Lady the now Queen in right of her Crown of England. Wherefore the Deft. at the said several times when, etc., in the Declon. mentioned as the Servant of our Sovereign Lady the now Queen, and by her command broke and entered the said close in which, etc., so called Wain Tinker as aforesaid so then being the Close soil, and freehold of our said Sovereign Lady the now Queen, and committed therein and thereto the said other Trespasses in the introductory part of the next preceeding plea but one mentioned, and in the introductory part of this plea referred to, and whereof the Plt. has above complained against him as he the Deft. lawfully might for the cause aforesaid, and this the Dft. is ready to verify, etc. And for a further plea to the same Trespasses to which the said three next preceeding pleas are respectively pleaded the Deft. says that at the said several times when, etc., the said last-mentioned close grass and herbage were not the close grass and herbage of the Plt. alone, but were at the said times when, etc., the close grass and herbage of, amongst other

persons, the Plt. and the said John Powell. Wherefore the Defendant at the said several times when, etc., in the Declaration mentioned as the Servant of the said John Powell, and by his command broke and entered the said last-mentioned close in which, etc., and committed therein and thereto the said Trespasses in the introductory part of the next preceeding plea but two mentioned, and the introductory part of this plea referred to, and whereof the Plaintiff has above complained against him as he the Deft. lawfully might for the cause aforesd., doing no unnecessary damage to the Plt. on the occasion aforesd. And this the Deft. is ready to verify, and for a further plea as to the trespasses to which the next preceeding four pleas are pleaded, the Deft. says that the said John Powell long before and at the said several times when, etc., was and still is the occupier of a certain messuage and divers to wit 20 acres of Land in the parish of Defynock in the said County of Brecon, and that the occupiers for the time being of the said last-mentioned messuage and land have for and during the full period of 30 years next before the commencement of this suit enjoyed as of right and without interruption the free liberty and privilege by themselves with or without servants, or by their servants or servant without themselves to enter into the said close in which, etc., so called Wain Tinker as aforesaid, or any part thereof, and there with dogs and guns, or either of them, to hunt and search in the said last-mentioned Close, in which, etc., for hares, grouse, partridges, and other game, or any or either of them, at any seasonable time or times at his and their free will and pleasure as to the said Messuage and land so in the occupation of the said John Powell belonging and appertaining. Wherefore the Defendant at the said several times when, etc., in the Declon. mentioned the same respdy. then being seasonable times in that behalf as the servant of the said John Powell, and by his command broke and entered the said last-mentioned close in which, etc., called Waun Tinker, for the purpose of using and exercising the said liberty and privilege, and for that purpose and upon those occasions with the said dogs and guns in the Declaration mentioned, hunted and searched in the said last-mentioned Close, in which, etc., for hares, grouse, Partridges, and other the Game aforesaid, as he the Deft. lawfully might for the cause aforesaid, which are the same Trespasses in the introductory part of this plea mentioned. And this the Deft. is ready to verify, etc. And for a further plea in this behalf as to the killing, seizing, taking, and carrying away the said hares, grouse, partridges, and conies, in the Declaration mentioned to have been killed, seized, taken and carried away, the Defendant says that the said last-mentioned hares, grouse, partridges, and conies were not, nor were, nor was, any or either of them, the hares or hare, grouse, partridges or partridge, conies or coney of the Plt. in manner and form as in the Declaration is in that behalf alleged. And of this the Defendant puts himself upon the country, etc. And for a further plea as to the seizing, taking, and carrying away the said hares, grouse, partridges and conies in the said Declon. mentioned to have been seized, taken, and carried away, the Defendant says that the said last-mentioned hares, grouse, partridges and conies, were not the hares, grouse, partridges and conies of the Plt. alone, but were at the said times, when, etc., the hares, grouse, partridges and conies of amongst other persons the Plaintiff and the said John Powell. Wherefore the Deft. at the said several times when, etc., in the Declon. mentioned as the Servant of the said John Powell, and by his command seized, took, and carried away the said last-mentioned hares, grouse, Partridges and Conies, as he the Deft. lawfully might for the cause aforesaid, Which are the several trespasses in the introductory part of this plea mentioned. And this the Deft. is ready to verify.

And for a further plea as to the killing, seizing, taking, and carrying away from and off the said Waste the said Hares, Grouse, Partridges and Conies in the Declon. mentioned, and converting and disposing thereof to his the Deft's own use. The Deft says that the said John Powell long before and at the said several times when, etc., was and still is the occupier of a certain Messuage and divers to wit 20 acres of land in the said parish of Devynock, in the County of Brecon aforesaid, and that the occupiers for the time being of the last-mentioned messuage and land have for and during the full period of 30 years next before the commencement of this suit, enjoyed as of right and without interruption the free liberty and privelege by themselves, with or without servants or by their servants or servant without themselves, to enter into the said Waste, or any part thereof, and there to

kill, seize, take and carry away, upon, from, and off the said Waste, hares, Grouse, Partridges, and Conies, or any or either of them, being in and upon the said Waste, at any seasonable time or times at his and their free will and pleasure, as to the said last-mentioned messuage and land so in the occupation of the said John Powell belonging and appertaining. Wherefore the Def't at the said several times when, etc., in the Declaration mentioned the same resp'ly. then being seasonable times in that behalf as the Servant of the said John Powell and by his command entered the said Waste for the purpose of using and exercising the said liberty and privilege, and for that purpose and upon those occasions killed upon and seized, took, and carried from and off the said Waste the said Hares, Grouse, Partridges, and conies in the Decl'on. mentioned as he the Def't. lawfully might for the Cause aforesaid, which are the same trespasses in the introductory part of this plea mentioned, and this the Def't is ready to verify. And for a further plea as to the seizing, taking, and carrying away the said dead hares, dead grouse, dead partridges, and dead conies in the Declaration mentioned to have been seized, taken, and carried away, the Def't says that the said dead hares, dead grouse, dead partridges, and dead conies in the said last Count mentioned were not nor were nor was any or either of them the dead hares or dead hare, dead grouse, dead partridges or dead partridge, dead conies or dead coney of the Plt. in the manner and form as in the Declaration in that behalf is alleged, and of this the Defendant puts himself upon the country, etc. And for a further plea in this behalf as to the said last-mentioned trespasses to which the next preceding plea is pleaded the Def't. says that at the said several times when, etc., in the Decl'on. mentioned the said dead hares, dead grouse, dead partridges, and dead conies in the said last Count mentioned were not nor was any or either of them the dead hares and dead hare, dead Grouse, dead partridges and dead partridge, dead conies and dead coney of the Plt. alone, but were and each of them was at the said times when, etc., the dead hares and dead hare, dead Grouse, dead Partridges and dead Partridge, dead Conies and dead Cony of amongst other persons the Plt. and the said John Powell wherefore the Def't. at the said several times when, etc., in the Decl'on. mentioned, as the Servant of the said John Powell and by his command seized, took, and carried away the said last-mentioned Hares, Grouse, Partridges, and Conies as he the Def't. lawfully might for the Cause aforesaid, Which are the same Trespasses in the introductory part of this plea mentioned, and this the Def't. is ready to verify ; And for a further plea as to breaking and entering the said Close called Pantywern, and there treading down and trampling upon, consuming, and spoiling the Grass and herbage growing and being in the last-mentioned Close at the said several times when, etc., in the Decl'on. in that behalf mentioned, the Def't. says that the said John Powell long before and at the said several times when, etc., in the Declaration mentioned was and still is the occupier of a certain Messuage and divers to wit 20 acres of land in the said parish of Devynock, in the said County of Brecon ; and that the occupiers for the time being of the last-mentioned messuage and land have and each of them hath for and during the full period of 20 years next before the commencement of this suit enjoyed as of right and without interruption the free liberty and privilege by himself or themselves, with or without servants or by his or by their servants or servant, without himself or themselves, to enter into the said Close in which, etc., so called Wain Tinker as aforesaid, or any part thereof, and then with dogs and guns, or either of them, to hunt and search for game, to hunt and search in the said Close in which, etc., so called Wain Tinker as afs'd, for Hares, Grouse, Partridges, and other Game, or any or either of them, at any seasonable time or times at his and their free will and pleasure, as to the said last-mentioned messuage and land so in the occupation of the said John Powell belonging and appertaining ; and the Def't. further says that the said John Powell as such occupier as aforesaid, and the said occupiers of the time being of the said last-mentioned Messuage and land for the purpose of using and exercising the said last-mentioned liberty and privilege, have, for, and during the full term of 20 years next, before the commencement of this suit, enjoyed as of right and without interruption a way for himself or themselves with or without his or their servants and his or their servant or servants, without himself or themselves at any reasonable time or times for exercising the said liberty and privilege in this plea, first mentioned to go, return, pass and repass on foot, and with dogs and guns, from a certain common Queen's Highway in the County aforesaid, towards, unto, into, through, over, and

along the said Close, in which, etc., so called Pantywern as aforesaid, and from thence towards, unto, and into the said other Close, in which, etc., so called Wain Tinker as aforesaid, and so from thence back again from and out of the said Close called Wain Tinker, towards, unto, into, through, over, and along the said Close, in which, etc., called Pantywern, and from thence towards, unto, and into the last-mentioned highway at his and their free will and pleasure as to the said last-mentioned messuage and land so in the occupation of the said John Powell, as in this plea aforesaid belonging and appertaining. Wherefore the Deft. at the said several times, when, etc., in the Declon. mentioned the same resp'y., then being seasonable times in that behalf for exercising the said liberty and privilege in this plea first mentioned as the Servant of the said John Powell, and by his command, for the purpose of using and exercising the last-mentioned liberty and privilege, and the said Way, went, returned, passed, and repassed on foot with the said dogs and guns in the Declon. mentioned in and by and along the said Way there from the said Highway towards, unto, into, through, over, and along the said Close in which, etc., so called Pantywern as aforesaid, and from thence towards unto and into the said Close in which, etc., so called Wain Tinker as aforesaid, and so from thence back again from out of the said Close called Wain Tinker towards, unto, into, through, over, and along the said Close, in which, etc., so called Pantywern as aforesaid, and from thence towards, unto, and into the said highway, using the said way there for the purpose and on the occasions aforesaid as he the Deft. lawfully might for the Cause aforesaid. And in doing so the Deft. with his feet in walking, necessarily and unavoidably a little, trod down, trampled upon, consumed and spoiled the said Grass and herbage, then being in and upon the said Close in which, etc., so called Pantywern as aforesaid as the Deft. lawfully might for the cause aforesaid, doing no unnecessary damage to the Plt. on the said occasions. Which are the same Trespasses in the introductory part of this plea mentioned, and whof. the Plt. hath above complained against him, and this the Deft. is ready to verify. And for a further plea as to the same trespasses to which the next preceding plea is pleaded, the Deft. says that long before and at the said several times when, etc., in the Declon. mentioned, the said John Powell was with and amongst other persons the occupier of the said Close in which, etc., so called Wain Tinker as aforesaid, and that the said John Powell and the respective occupiers for the time being of the said last-mentioned Close, have, and each of them hath, for and during the full period of 20 years next before the commencement of this suit, enjoyed as of right and without interruption a way for himself or themselves, with or without servants, and for his or their servants or servant, without himself or themselves, to go, return, pass and repass, on foot and with dogs and guns from and out of the said highway in the County aforesaid, towards, unto, into, through, over, and along the said other Close, in which, etc., so called Pantywern as aforesaid, and from thence towards, unto, and into the said Close called Wain Tinker, and so from thence back again from the said last-mentioned Close towards unto, into, through, over, and along the said Close, in which, etc., so called Pantywern, as aforesaid, and from thence towards, unto, and into the said Highway at all times of the year at his and their free will and pleasure as to the said Close in which, etc., so called Wain Tinker, as aforesaid belonging and appertaining. Wherefore the Deft. at the said several times, when, etc., in the Declon. mentioned as the servant of the said John Powell, and by his command, for the purpose of using the said last-mentioned way, went, returned, passed and repassed in by and along the said last-mentioned way there from the said last-mentioned highway, towards, unto, into, through, over, and along the said Close, in which, etc., so called Pantywern, as aforesaid, unto and into the said Close so called Wain Tinker as aforesaid, and so from thence back again towards, unto, into, through, over and along the said close, in which, etc., so called Pantywern as aforesaid, and from thence towards, unto and into the said Highway, using the said Way there for the purpose and on the occasions aforesaid as he the Deft. lawfully might for the Cause aforesaid. And in so doing the Deft. with his feet in walking, necessarily and unavoidably a little trod down, trampled upon, consumed, and spoiled the said Grass and herbage there being in and upon the said Close, in which, etc., so called Pantywern as aforesaid, as the Deft. lawfully might for the Cause aforesaid doing no unnecessary damage to the Plt. on the said occasions, which are the same trespasses in the introductory part of this plea mentioned, and whereof the Plt. hath above complained against him. And this the Defendant is ready to verify, etc.

P

## CASE FOR THE DEFENDANT.

[Various papers were enclosed with the case to Mr. Dodgson.]

Waun Tinker was part and parcel of the Forest of Brecknock, a large waste formerly belonging to the Crown, and which Forest was in the year 1812 sold by the Crown. Many individuals in respect of their lands had commonable rights upon the Forest, such as common of pasture and of Turbary, and consequently before the Forest was disafforested there were different allotments made: one denominated the Crown allotment, another an allotment for sale to cover expenses of Commissioners, etc., and another a commoners' allotment, which last was subsequently conveyed under and by virtue of Acts of Parliament passed in the 55th and 58th Geo. III to the commoners, Mines and Minerals only being reserved in the Crown.

Before the Forest was disafforested, Sir Charles Morgan, then Lord of the adjoining and surrounding Manor of Brecknock, reuted of the Crown all the forestal rights on Waun Tinker, which is a strong denial of Waun Tinker being a close of the Plaintiff and part and parcel of the waste land of the Manor of Brecknock. Upon Waun Tinker, ever since it has been allotted to the Commoners, hundreds of sportsmen every year by permission of the Commoners and otherwise, frequent this Moor in pursuit of Grouse, much, no doubt, to the annoyance of Sir Charles Morgan and his sons, and which circumstance has been a source of much anger and jealousy. However, the Commoners have persisted, and last year it was given out publicly that Sir Charles would no longer permit any one but by his permission to sport over Waun Tinker. This determination obtaining currency, it reached the ear of a Mr. John Powell, one of the Commoners, to whom Waun Tinker was allotted by name; and as he knew Mr. Lloyd, the Defendant, was a sportsman, and accustomed every year to frequent Waun Tinker, he gave him in August last full permission in his name to go and sport over Waun Tinker.

Mr. Lloyd accordingly went, and on two days before the 2nd of September, the day laid in the declaration, in Company with others, sported over Wain Tinker, each time, as was his invariable habit, as well as that of others, crossing Pantywern unavoidably to get at Waun Tinker.

On the 2nd of September, Mr. Lloyd and two of his servants, with a horse and phaeton, left home for Waun Tinker, and when he came opposite to Waun Tinker, selecting a dry convenient place for his carriage to stand upon, he drove off the Turnpike Road upon Pantywern, and about fifty yards from the Road he pulled up and then got down, and while his servants were taking his horse out, his dogs being still in the carriage, he put a little powder into each barrel of his Gun and squibbed each barrel off (see his own statement, *post*).

Mr. Lloyd then went across Pantywern to Waun Tinker, accompanied by one of his servants and his dogs, but he did not look or beat for game until he reached Waun Tinker.

It is worthy of observation that he did not during the whole of the day see a single head of game, nor did he once discharge his gun except upon that one occasion of squibbing. He was absent from his carriage about three hours; his horse may during that time have consumed a little of the grass, and damage done on Pantywern to the amount of one farthing; but it is submitted that the declaration does not charge Defendant by horses, carts and carriages with treading down, trampling upon, consuming, and spoiling the grass and herbage; and it is to be questioned whether Sir Charles Morgan, as Lord of the Manor of Brecknock, in which is Pantywern, can so claim the grass and herbage upon the wide waste and common as to found an action for any injury or damage done thereto by persons crossing or temporarily locating thereon.

The mouths of many a witness are open for the defence in support of the Commoners' right to the Game on Waun Tinker, who ever since the Commissioners' Award have exercised their right.

MR. LLOYD'S (DEFENDANT) STATEMENT AS TO THE ALLEGED  
TRESPASS.

"On the 2nd Sept., 1845, he went in his open carriage to Waun Tinker, and having arrived opposite that Hill, drove it about fifty yards from the turnpike road on the waste which is in the forest of Penderin, at the same spot where he had repeatedly done so in former years. Having then alighted he (while the two servants were removing the provisions, etc., and unharnessing the horse) took the gun which was unloaded, and about ten yards behind the carriage on the track which it had just passed, tried to squib it off with a small quantity of powder, for the purpose of ascertaining its efficiency before he loaded, and thereby saving some little time when he got to Waun Tinker. The gun missed fire with two percussion caps, and at the third attempt went off, Mr. Lloyd's position remaining unaltered, and the pointers still on the carriage; he then loaded, and with one servant and the dogs (which were prevented from beating in any way) proceeded straight to Waun Tinker; having tried that moor for three or four hours, he returned in the same straight line to his carriage, which had been left in charge of the other servant. During the whole day he did not see any grouse, or fire off his gun, except as above mentioned.

"While crossing from the carriage to Waun Tinker he was accosted by Rowlands, a watcher of Sir C. Morgan, and charged with firing at game on the manor, which Mr. Lloyd denied having done, and stated that he had squibbed his gun only. Rowlands appeared in a great passion, and threatened Mr. L. with taking him before the Magistrate next Saturday.

"Rowlands had on previous occasions seen Mr. Lloyd leave his gig in the same place, and had accompanied him to and fro between it and Waun Tinker.

"On the two other occasions in 1845 of Mr. L. going to Waun Tinker, he was accompanied by Capt. Browne of Peterstone, who will prove he did not molest the game in any way. They were on one of the times accompanied by the keeper of Sir C. Morgan, who made no objection to their crossing the manor. Captain B. and Mr. L. were on horseback, and did not cross at the place before alluded to, but at a nearer point and one impracticable to a carriage."

[The original of this Statement is in my Father's handwriting, which I am able to prove.

JOHN LLOYD,

April 4, 1901.]

Further Memorandum by Defendant :—

"Mr. John Powell, as a Commoner, told me to go on Waun Tinker whenever I liked to shoot and sport.

"Penry Williams, Esq., Lord Lieutenant about eighteen years ago, authorised his son, Mr. Penry Williams, of Cefn Paro, Mr. Lloyd, and Loftam the Keeper (since dead), to go to Waun Tinker for the purpose of trying the question with Sir Charles in assertion of his own right as Commoner. We three left Penpont together, and in the course of the day Mr. Williams of Penpont rode up to Waun Tinker. There were many Keepers of Sir Charles present. We were not molested, and shot all day and had very good sport.

"Penry Williams, of Cefn Park, will confirm this statement.

"Captain Browne went with me twice in August last. He will prove that I abstained from molesting the game on the Manor. We were accompanied by Sir Charles' Keeper on our return home.

"Thomas Scammel, Keeper at Penpont: ever since he has been Mr. Williams' Keeper he has every year by his master's commands shot over Waun Tinker, and has always found more sportsmen than grouse upon the Hill.

"The Rev. Charles Maybery: he accompanied me from Penderrin to Waun Tinker; crossed the Manor, which every person must do.

"Captain Williams is named, and Mr. Probert, of Cilwhibert, has shot continually from his earliest days, and has accompanied me across the Manor to Waun Tinker.

"Sir Charles Morgan rented of the Crown the great Forest of Brecon, which has been disafforested, and Waun Tinker has been allotted to the Commoners.

"In walking from the road by the Limekiln to Waun Tinker you traverse from 2 to 300 yards, and then you enter Cantreff, which is about half a mile from Penderrin boundary to Ynisgogova, on the way to Waun Tinker, above Hepste Vechan."

#### MR. DODGSON'S OPINION.

Mr. Powell is at one place called a Commoner. At another Waun Tinker is said to have been allotted to him. And it is said that there was a conveyance from the Crown to the Commoners. I understand by this that tho' Waun Tinker once belonged to the Crown, and Mr. Powell had merely a right of common, yet that now the soil itself (mines and minerals excepted) is vested or claimed to be vested in Mr. Powell. If this be so, Mr. Powell's title, if established, will protect all the trespasses in Waun Tinker. Without seeing the instrument of allotment and the above-mentioned conveyance, it is impossible for me to advise on the validity of Mr. Powell's title.

With regard to Pantywern, I understand that Sir C. Morgan's title is not disputed. If this be so he will recover nominal damages, unless Deft. can prove a right of way. I fear that on this point there will be some difficulty, inasmuch as I do not observe that any particular line or track has been used for crossing Pantywern. However, if Pantywern is open unenclosed mountain, producing nothing of value, there is no great reason why passengers should keep to a particular line; and it will be possible for the Deft. to establish the right if he can prove that it has been enjoyed as a right of way to Waun Tinker for twenty years before the action brought. The right to the way will depend entirely on the evidence of user.

H. H. DODGSON, Temple.

March 2, 1846.

[It appears that additional papers were shown to Counsel.]

#### MR. DODGSON'S FURTHER OPINION. (Copy.)

I think that the Statute and Award did not take the freehold out of the Crown, and that it is impossible to frame a plea of title founded upon them. The object of the Act was to leave the allotted land to be enjoyed as it had been previously discharged of all Forestal rights and any other claim of the Crown interfering in any way with the right of Common. But it was necessary for the right of Common itself that the title to the soil should be in the Crown. If there is a title in the Allottees, I think that the Plea which says that the Close belonged to Plaintiff and Powell will let in evidence of it. Powell seems to have as good a right as Plaintiff.

H. H. DODGSON.

(Probable date, 1846, May 1st.)

No further record of the proceedings in this case can be found, though diligent search has been made.

The last letter we have on the subject is one from Mr. Nicholl Carne, on the South Wales Circuit, as follows :—

“ 14 March, 1846,

“ South Wales Circuit,

“ Gentlemen,

“ MORGAN v. LLOYD.

“ Your letter did not reach Swansea until after I had left, and was not duly forwarded by the Postmaster to H. West, or it should have been replied to sooner. I beg to say I have caused a Retainer to be entered for the Deft. in the above cause.

“ I am, Gentlemen,

“ Yours very faithfully,

“ R. C. NICHOLL CARNE.

“ Messrs. Maybery & Wms.”

It is fortunate that the statements of the living witnesses were informally taken down, especially of Mr. Penry Williams, of Penpont, and his keeper Scammell, and it must be accepted, we think, as proved that down to the date of this Action, or 1846, the Allotment holders enjoyed exclusive possession (minerals excepted) of their Allotment of the Great Forest ever since the Inclosure was made.

But, it may be asked, why was the Action abandoned (as it appears to have been) before going to trial? That I cannot tell. It may have been that Sir Charles Morgan was advised of his slight chance of success, or that his own death was the cause.

---

We have now a period of rest, and of uninterrupted enjoyment of the Allotment lands, including shooting, for the next thirty years; and when trouble began again, it was not upon the ordinary Allotment lands, but by disputes as to the use of the Public Limestone Allotments.

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## CAP. VII.

## THE LIMESTONE QUARRIES.

It will have been seen by the previous papers of 1781-4 that great value was attached by the farmers of the district to the limestone quarries in the olden time ; and so necessary an article was lime considered—in fact, an essential to proper husbandry—that the owners of the Forest, from the time of Richard III downwards, never charged any rent or royalty for the use of the quarries. The stone was free to all to quarry and to burn into lime without charge, when and where they listed. The old Forest land was thickly dotted with these quarries, and the ancient workings, now plainly visible, are ample evidence that a vast quantity of stone was quarried there and burnt into lime. The supply of stone to-day is still, however, abundant, and practically inexhaustible.

The Inclosure Commissioners recognised this general use and custom, and in order to provide for its continuous maintenance, they specially marked off and set aside certain limestone quarries, eight in number, for the common use of the Crown grantees and the Allotment holders. And it was further provided in the Award that the grazing of the surface land was also to be in common. And to give these quarries a *quasi*-public character, the road surveyors of the adjacent highway districts were constituted the owners in trust.

Cefn Garreg, Carne Gwynnion, and Penwylt were all important quarries, probably the most important being that of Carne Gwynnion, consisting of forty-three acres, adjacent to the Maenllia road, a way that led in one direction conveniently by Heol Senny to Sennybridge, and in another by the Loscoed and Warren road, over Mynidd Iltud to Brecon.

The Penwylt quarry would rank next in importance, as it was convenient of access to the Trecastle and Upper Llywel district, and lime was, as we have stated, held in high esteem for agriculture by the farmers on the Old Red Sandstone soil in olden times. And it is only of recent years—coincident, it is strange to say, with the introduction of the railway system into the county in the 'sixties—that the custom or fashion of liming land has fallen into such general disuse, so as now to have become insignificant.

Probably in 1801, when the Brecon and Abergavenny canal was first opened to Brecon, the use of the Carne Gwynnion quarries greatly declined ; and once the Inclosure Scheme of 1819 had come into operation, the agricultural industry of the whole of the upper part of Breconshire was so upset and radically altered, that the trade of all the Forest limekilns suffered very much. The farmers and landowners of the district had from this been so impoverished by constant lawsuits with the Crown, and by the expenses attendant on proving their claims to Forest rights, at the same time having their area of grazing land diminished by 22,000 acres, sold away to strangers and aliens, that they had little heart to till their arable land as formerly, and the whole trade of the district became dislocated, and ultimately much of it diverted.

The Penwylt quarry had for a time a more prosperous life. Mr. Christie, in 1823, made a tramway from the Drim colliery through the Commoners' Limestone Allotment to Castell Ddu, at Sennybidge. There is no record of any payment for the land taken being made, nor of consent being asked ; and probably Mr. Christie, being himself the owner of the great Crown Allotment, and having a beneficial interest in the Limestone Allotment as such, did not trouble to ask the consent of anyone : or if he did, the consent would have

been in those days readily given, as the making of the tramway through that wild district to the Usk valley was of great public advantage.

With the owners of lands in the Little Forest, through which the tramway passed Mr. Christie had a very full agreement made as to the payment of £21 an acre for the land, the provision of walls as fences, with gates, crossing-rights, etc. In sending a copy, of this to Mr. Christie, Mr. Penry Williams, under date Penpont, February 27th, 1823, added: "I shall always be ready to afford you every facility in my power to carry on a measure which I am fully persuaded will be of special benefit to the country at large; and I sincerely hope, as a speculation, that it will answer your most sanguine expectations."

Mr. Christie having been made a bankrupt, the tramway appears to have become the property of Messrs. Thomas Arnott and Robert Mercer, timber merchants, of London; and they, in 1828, entered into an agreement with the Marquess of Camden and certain local gentlemen to lease to them the tramway for £650 the first seven years, and £700 the second seven years.

The original agreement, signed by all the parties, is now before me, and being in many respects an interesting document, it seems desirable to print it here at length.

#### MESSRS. ARNOTT AND MERCER TO MARQUIS CAMDEN.

August 12th, 1828.

#### COPY.

"MEMORANDUM OF AGREEMENT made this twelfth day of August, 1828, between Thomas Arnott and Robert Mercer, of London, Timber Merchants, on one part, and the Marquis Camden, William Watkins, William Powell, and David Jeffreys on the other part.

"The said Thomas Arnott and Robert Mercer agree to let to the said Marquis Camden, William Watkins, William Powell, and David Jeffreys all that part of the Brecon Forest Tram Road between the Drim Colliery and Castell Du Wharf, including the road leading from the Turnpike Road to the Wharf at Castell Du, together with the Yard and buildings attached to that Wharf, and also the Limekilns, Limeshed, Cottages, and Stables at Penwyllt, and about seventy acres of Land, also at Penwyllt, with the Limestone it contains, and further the Cottages and Stables at the Grawen, the Limesheds at Cnewr and Castell Du, and about an acre, more or less, of land at Cnewr, together with all necessary turnouts attached to the said Road, together with the liberty to go upon the land by the side of such road as far as is necessary to perform any repairs to the Road or buildings, and also liberty to raise in any convenient place or places any stones which may be necessary for such repairs, and also with liberty to erect along the line of road any buildings which may be deemed necessary for the purposes of the Trade upon such road for the annual Rent of Six hundred and fifty Pounds for the first seven years, and seven hundred Pounds for the last seven years of the full and complete term of fourteen years, to be paid in two equal half-yearly payments, upon the twenty-fifth day of March and the twenty-first day of September in each year, without any deduction whatsoever, such term of Lease to commence upon the twenty-first day of September, 1828. And the said Marquis Camden, William Watkins, William Powell, and David Jeffreys do hereby agree to take the said Tram Road and its appurtenances upon the above-written conditions.

"And further, the said Thomas Arnott and Robert Mercer agree to let, and the said Marquis Camden, William Watkins, William Powell, and David Jeffreys agree to take for and during the said term of fourteen years all that Colliery situated upon the Drim Mountain eastward of the great fault, and commonly known by the name of the Drim Colliery, the one party agreeing to pay and the other to receive the annual Rent of Fifty Pounds, or a Royalty of eightpence per Ton for all Coal raised therein within the said term, the said Lessors guaranteeing to the said Lessees a full and sufficient supply of

Stone, Coal, and Culm for all the purposes of the said Limekilns and Tramroad during the full continuance of the said term. The Drim Colliery includes all the Buildings, Limekilns, Sheds, etc., hitherto erected thereon. The said Lessees to leave at the expiration of their Lease the same number of Tram Plates within the said Colliery as they take there at the commencement of said term. The said Lessors to put the Tram Road into proper and fair working order at the commencement of the said term, and the Lessees to keep it so throughout their lease, and to deliver it up in equally good working condition at the expiration of the said term.

"The Lessors or their Undertenants to have not exceeding one hundred Tons of Stone Coal at the Level's mouth in each year, at one shilling per Ton over and above the cost of such Coal to the Lessees, and also as much Culm as they may require for consumption upon Brecon Forest, at the same increase upon the original cost of the said Culm, and the Lessors also to have the liberty of hauling their Coal and Lime over the Tram Road, paying for the same to the Lessees at the rate of one penny per Ton per mile for all Coal and Lime which they may use upon the said Forest.

"Eight Barrels of Lime to be considered a Ton.

"Rent for the said Tram Road to commence upon the twenty-first day of December, 1828.

"The Lessees to be at liberty at the expiration of their Lease to remove any Machine or other erection in case the Lessors decline to take the same at a fair valuation, which they are at liberty to do.

"The Lessees to be liable to the performance of the condition entered into by Mr. John Christie to furnish three Tram Waggons to the parties over whose land the Tramroad passes.

"The Lessees to be at liberty to appropriate the Limestone arising from the seventy acres at Penwyllt to any purpose they may think proper.

"The Lessees not to be at liberty to graze a greater number of Cattle or Horses than fifteen, or a score of Sheep, at any one time upon the seventy acres of land at Penwyllt, until they shall have fenced the same with a good and sufficient fence.

For { Thomas Arnott } Charles Eley.  
       { Robert Mercer. }

William Watkins

William Powell

David Jeffreys

W. Tanner

Witness: William Pedder.

For Marquis Camden."

It subsequently appeared that Mr. Wm. Tanner had not been properly authorised by the Marquess of Camden to sign the agreement, and the working of the tramway was carried on solely by the other partners, Wm. Powell, Wm. Watkins, and David Jeffreys.

In 1834 the ownership of the tramway had passed into the hands of Mr. Joseph Claypon, described as of Lincoln, and in that year a lease was granted by him to the same parties for eight years at £600 a year rent, and 8d. a ton royalty for all coal raised.

The following is a calculation made, for the purposes of fixing the rent, of the coal and lime carried on the tramway at this date :

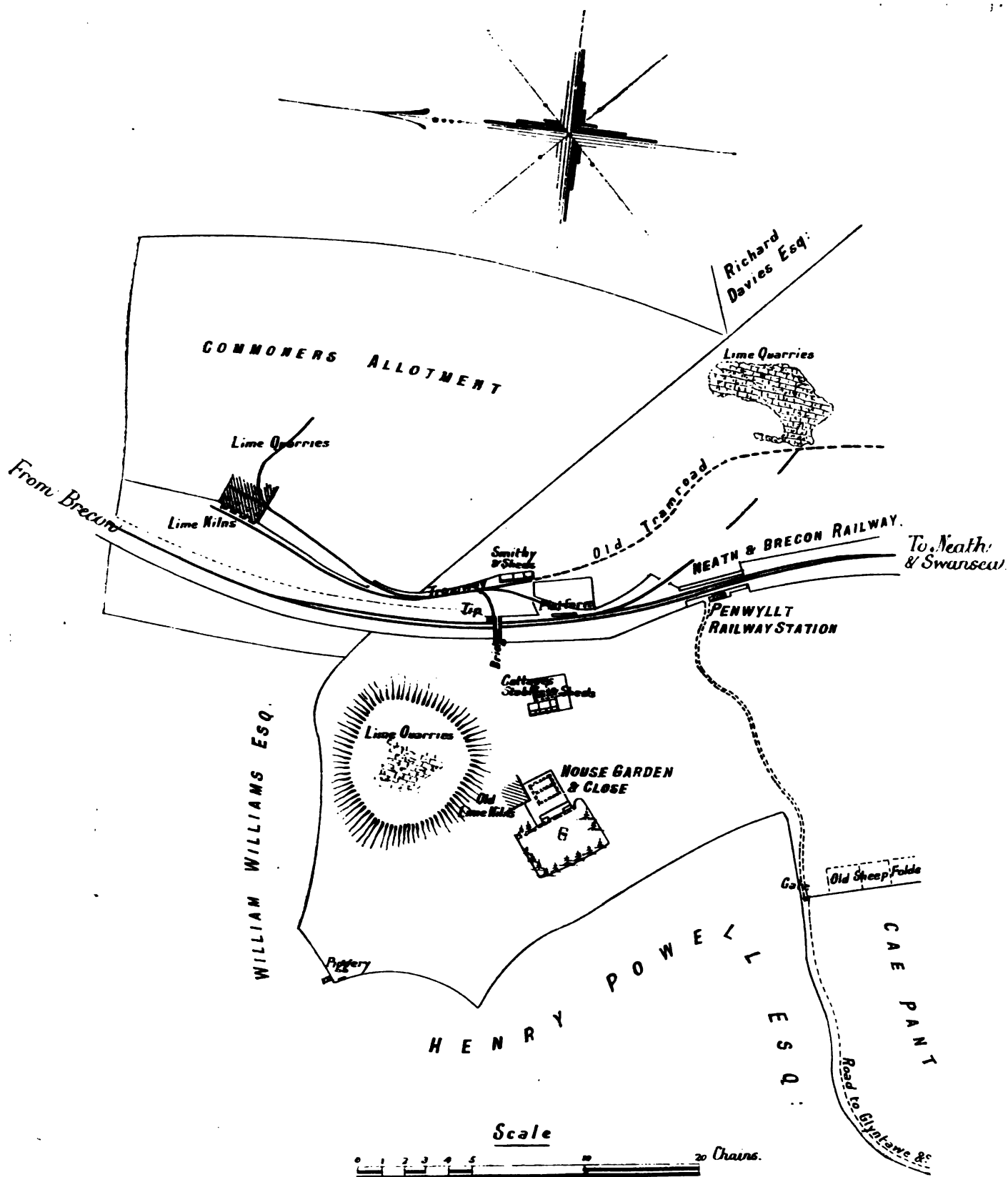


THE DISUSED LIMESTONE QUARRY ON THE COMMONERS' ALLOTMENT  
AT PENWYLLT, 1893



THE DISUSED LIME-KILNS ON THE COMMONERS' ALLOTMENT  
AT PENWYLLT, 1893.





# PENWYLLT.

Plan of Lot 4 offered for Sale by Auction in 1875.



	£
Coal, 1,500 tons, 16 miles at 2 <i>d.</i> per ton mile . . . . .	200
Lime and limestone from Penwyllt to Castellddu, 16,000 barrels or 2,000 tons, at 2 <i>d.</i> per ton per mile . . . . .	183
8,000 barrels or 1,000 tons of lime to Drim and Cnewr. 4 miles, at 2 <i>d.</i> per ton . . . . .	33
1,200 tons (coal) Drim to Limekilns, 4 miles at 2 <i>d.</i> per ton per mile . . . . .	40
400 tons of slate, timber, goods, etc., 15 miles, at 2 <i>d.</i> per ton per mile . . . . .	50
Tonnage of limestone carried by Mr. Claypon . . . . .	50
	<hr/>
	£556
	<hr/>

The expenses of the Tramway were :—

Rent . . . . .	£650
Repairs . . . . .	71
Cartage . . . . .	60
	<hr/>
	£781

Showing a loss on the annual working of £224.

Mr. Claypon died in 1859, and his trustees sold the tramway, with all the appurtenances, to Mr. Edwards, who having sold to the Neath and Brecon Railway such portions of the tramway as they required, conveyed all the rest of it to Mr. John Dickson in 1863, Mr. James Dickson being the tenant.

The position of Mr. John Dickson was peculiar : he was the contractor for making the railway, and at one time worked it himself, and was, it will be seen, owner of the parts of the tramway not taken by the railway company.

In 1875 Mr. John Dickson's affairs went into liquidation, and in the Particulars of Sale Bill of that year, under Lot 4, occur the following paragraphs :—

"The property is partly bounded on the north by a piece of land allotted for the use of the Commoners of the Great Forest, for the purpose of quarrying limestone, and the Commoners' rights in respect of this Lot over the Allotment will be included in the Sale.

"A portion of this Lot lies between the Commoners' Allotment and the Penwyllt Railway Station, and *from the nature of the ground, access from the Allotment to the Station is at the control of the Proprietor of this Lot.*"

A Plan of Lot 4 accompanies the Particulars of Sale. The acreage is stated to be 69 A. 0 R. 5 P., and 11 A. 0 R. 8 P., respectively. The Commoners' Allotment is also mapped, and limekilns upon it, and tramway lines leading up to these from the railway are shown thereon, both being apparently worked and used at that date by Mr. Dickson.

It is curious to note that, as far as can be ascertained, no consent of the Commoners had been obtained, either for the making of the tramway, nor at a later period of the making of the railway. The land had been taken in both cases, and never accounted for or paid for ; but it is only one instance among many of the utter absence of any control or supervision by the Commoners necessary for the protection of their interests.

This Sale, however, coupled with possibly a more audacious attack on the Commoners' Allotment by the new owner, Mr. James Dickson, caused the worm to turn at last ; and a very few years later, in 1878, an action was brought by and on behalf of the Commoners against Mr. Dickson, and the Notice of Action runs as follows :—

IN THE HIGH COURT OF JUSTICE, CHANCERY DIVISION,  
VICE-CHANCELLOR HALL.

1878, p. No 308. Filed 30 December, 1878. GEO. THOS. JENKINS.

Between Alfred Price, Margaret Williams, widow, Gwillim Davies, and Daniel Davies,  
on behalf of themselves and all other Commoners of the Great Forest of Brecon,  
and John Price and Watkin Joseph, Plaintiffs, *v.* James Dickson, Defendant.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland,  
Queen, Defender of the Faith,

To James Dickson, of Defynnock.

We command you within eight days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in the Chancery Division of our High Court of Justice, in an Action at the Suit of Alfred Price, Margaret Williams, widow, Rees Davies and Daniel Davis, on behalf of themselves and all other Commoners of the Great Forest of Brecon, and John Price and Watkin Joseph.

And take notice in default of you so doing, the Plaintiffs may proceed therein and judgment may be given in your absence.

Witness : Hugh McCalmont, Earl Cairns, Lord High Chancellor of Great Britain,  
30th December, 1878.

Arthur Godford for Wilkins, Blyth, Fanshawe, 10, St. Swithin's Lane, E.C.

The Plaintiff's claim is :

1. An Injunction restraining the Defendant, James Dickson, from continuing in possession of or encroaching upon any part of the Quarry premises, and Allotment marked No. 5 in Plan annexed to the Award made in the month of June, 1819, in pursuance of the Act for the Inclosure of the Great Forest of Brecon.

2. An Injunction restraining the Defendant, James Dickson, his servants, workmen, and agents, from digging or getting any limestone or other minerals in, under, or out of any part of the said Quarry and premises.

3. That the Defendant, James Dickson, may be ordered to give up possession of such portion of the said Quarry and premises as was now held by him to the plaintiffs, John Price and Watkin Joseph, as the present Surveyors of the Roads within the District of the said Forest, upon the Trusts affecting the same under the said Award.

4. That an account may be taken of all profit made the last six years by the defendant James Dickson, by his workings in the said Quarry, and that the Defendant, James Dickson, may be ordered to pay to the Plaintiffs, John Price and Watkin Joseph, as such Surveyors as aforesaid, the amount of such profits upon the trusts affecting the same under the above Award.

5. Costs against the Defendant, James Dickson.

6. Such other or further relief as the nature of the case and the circumstances may require.

This Writ was issued by Wilkins, Blyth and Fanshawe, of 10, St. Swithin's Lane, in the City of London, Agents for J. R. Cobb and J. Tudor of Brecon, in the county of Brecon, Solicitors for the said Plaintiffs, who reside at Brecon.

The following is a summary of the report of the proceedings at the trial, published in the *Brecon County Times*, May 28th, 1881 :—

## COMMONERS' RIGHTS ON THE GREAT FOREST.

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IMPORTANT CIVIL ACTION IN THE HIGH COURT OF JUSTICE, CHANCERY DIVISION, BEFORE  
VICE-CHANCELLOR HALL.

For Plaintiffs—Mr. PEARSON, Q.C., and Mr. WHITEHALL, Q.C., instructed by Messrs. Cobb and Tudor.

For Defendants—Mr. ROBINSON, Q.C., and Mr. EDWARDES.

The case, as stated on behalf of the plaintiffs, was that they were beneficially interested, in common with the Crown grantees, in a certain Limestone Allotment, No. 5, containing 40A. 3R. 21R., situated at Penwyllt, by an Award made by the Commissioners under the Inclosure Acts relating to the Great Forest of Brecon in 1819.

The plaintiff, John Price, was the road surveyor of the Ystradgynlais Highway District, and Watkin Joseph the surveyor of the Defynnock district. The other plaintiffs were the Commons Allotment holders, and it was alleged that the Defendant had trespassed on the said Allotment, and erected limekilns thereon.

On the part of Defendant it was contended that he had a perfect right to erect the limekilns there, and to quarry stone and burn lime, the same having been done for more than forty years by his predecessors in title, without any payment being made to anyone, and without any interruption.

The title commenced with Mr. John Christie, who, in 1823 or thereabouts, made the tramway over the Forest, and through the Twyndisgwylfa, as this piece of land was then called, and who used the quarries there for raising limestone and burning lime, without making any payment or being interfered with.

Some years after, Mr. Christie sold his tramway and other interests there to Mr. Claypon, who subsequently leased the quarry and kilns to one David Griffith, the latter subsequently assigning the lease to Mr. John Dickson. Mr. Claypon died in 1859, and his trustees sold the tramway, with all the appurtenances, to Mr. George Oldham Edwardes.

Mr. Edwardes then sold to the Neath and Brecon Railway such portions of the tramroad that they required, and conveyed the rest to Mr. John Dickson, Mr. James Dickson being the tenant. Soon after the construction of the railway over Twyndisgwylfa, the tenant, Mr. James Dickson, put in a siding to the quarries and built limekilns, so arranged that railway trucks could be taken up to the quarries and kilns. In 1875, Mr. John Dickson's affairs went into liquidation, Mr. John Stanley Blease being the liquidator, under whom the Defendant had since held.

The contentions were that Defendant had paid rates for the quarries.

That no rent had been paid for forty years at least, nor any acknowledgment of any kind.

That this was not a *bond fide* action, being brought by the Breconshire Coal Company, being rivals in trade.

That the action was not approved of generally by the farmers and other inhabitants of the Forest.

A good many witnesses were called, and the proceedings were tedious, as much of the evidence had to be interpreted.

Ultimately, Mr. Robinson addressed the Court on the evidence, whereupon the Vice-Chancellor (Hall) stated that Mr. Pearson need not reply.

The decision was for the plaintiffs, the injunction prayed for being granted. The plaintiffs agreed to waive their claim in respect of the profits made by the Defendant, and Defendant undertook to give up possession of the property within a month, during which the Injunction is to be suspended.

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The following is a copy of the Certified Copy of the Judgment of the Court now in my hands :—

IN THE HIGH COURT OF JUSTICE, CHANCERY DIVISION.

V.-C. HALL. 1878. P. 308.

MR. PEMBERTON, Regr., fo. 72.      Wednesday, 18th May, 1881.

BETWEEN Alfred Price, Margaret Williams, widow, Rees Davies, Gwillim Davies and Daniel Davies, on behalf of themselves and all other Commoners of the Great Forest of Brecon, and John Price and Watkin Joseph, Plaintiffs.

James Dickson, Defendant.

This Action, coming on for trial on the 5th, 6th, 10th, 11th, 12th, 13th, 14th, 16th, and 17th May, 1881, and this day, before this Court, in the presence of Counsel for the Plaintiffs and for the Defendant, and upon reading the Plaintiff's amended Statement of Claim, the Defendant's Statement of Defence, the Plaintiff's Reply, the Defendant's Rejoinder, and the Plaintiff's joinder of issue, an Order, dated the 22nd September, 1880, appointing Special Examiner to examine Eliphaz Watkins and William Phillips as Witnesses for the Plaintiffs, and the Deposition of the said Eliphaz Watkins, filed the 13th of November, 1880; an Indenture of Lease, dated the 22nd March, 1858, an Indenture of Coven, dated the 28th of September, 1860; an Indenture of Assignment, endorsed on the last-mentioned deed, dated the 25th of August, 1863; an Indenture of Conveyance, dated the 25th of August, 1863; Declaration of George Burnham, dated the 26th of August, 1863; an Indenture of Assignment, dated the 21st of September, 1863, endorsed on the said Indenture of the 22nd March, 1858; an Indenture of Conveyance, dated the 2nd of December, 1863; an Indenture of Mortgage, dated the 6th of December, 1864; an Indenture of Mortgage, dated the 13th of January, 1865; a Memorandum of Equitable Charge, dated the 21st August, 1866; an Indenture of Mortgage, dated the 8th of May, 1867; an Indenture of Reconveyance endorsed on the said Indenture, dated the 13th day of January, 1865, dated the 8th of August, 1867; an Indenture, dated the 10th of August, 1869, annexed to the said Indenture of the 8th of May, 1867; an Indenture of Mortgage, dated the 11th of August, 1869; an Indenture of Declaration of Trust, dated 11th of August, 1869; a Memorandum of Equitable Charge, dated the 11th of August, 1869; an Indenture of Re-conveyance, dated the 15th of September, 1874; an Indenture of Transfer of Sub-mortgage, dated the 17th of December, 1874; Indentures of Lease and Release, dated the 28th and 29th of September, 1824; an Indenture, dated the 4th of December, 1829; Indentures of Lease and Release, dated the 2nd and 3rd of April, 1829; Indentures of Lease and Release, dated the 5th and 6th of June, 1829; an Office Copy of the Letters of Administration of the Estate of Howell Powell, deceased, granted on the 12th of August, 1856, by the Consistory Court of the Archdeaconry of Brecon to Margaret Powell; an Indenture, dated the 28th of July, 1860; an Indenture, dated the 28th of September, 1860; Probate of the Will of Richard Davies, deceased, granted to Rees Davies, Gwillim Davies, and Daniel Davies, on the 29th of December, 1875, by the District Registry at Hereford; an Indenture, dated the 3rd of December, 1879; an Award under the Acts for the inclosure of the Great Forest of Brecknock by the Commissioners, Henry de Bruyn and John Cheese, dated in June, 1819; and upon hearing the evidence of the several persons named in the Schedule hereto on their respective examinations, taken orally before this Court upon the several days set opposite to their names in the said Schedule, and the several documents and other Exhibits produced to such persons referred to in the 3rd Column of the said Schedule, and upon hearing what was alleged by Counsel on both sides, This Court doth Order and adjudge that the Defendant, James Dickson, be perpetually restrained from continuing in possession of or encroaching or trespassing upon any part of the Commoners' Allotment in the Pleadings mentioned. And it is ordered that the Defendant, James Dickson, his Servants, Workmen, and Agents, be also perpetually restrained from digging or getting any limestone or other minerals in, under, or out of any part of the said Commoners' Allotment or any part thereof. And it is ordered that the

Defendant, James Dickson, do forthwith give up possession of all portions of the said Commoners' Allotment upon which he has encroached or trespassed as in the Plaintiff's amended Statement of Claim mentioned, or of which he is now in possession, to the Plaintiffs, John Price and Watkin Joseph as Surveyors of the Roads within the district of the Great Forest of Brecknock, to be held by them upon the trusts affecting the same, under or by virtue of the said Award made by the Commissioners, dated in June, 1819, in the Plaintiff's amended Statement of Claim mentioned. And the Plaintiffs by their Counsel waiving the account asked for by the 4th paragraph of their Amended Statement of Claim of the profits made by the Defendant during the 6 years prior to the issue of the Writ in this Action by reason of the Sales of the lime and workings in the quarry in the said Statement of Claim mentioned, and otherwise by reason of his occupation of the said premises. And the Defendant by his Counsel undertaking to remove from and give up possession of the property on or before the 18th day of June, 1881. It is ordered that the operation of the Injunction hereinbefore awarded be suspended until the 18th day of June, 1881. And it is ordered that it be referred to the Taxing Master to tax the costs of the Plaintiffs of this action. And it is ordered that the Defendant, James Dickson, do pay to the Plaintiffs, Alfred Price, Margaret Williams, Widow, Rees Davies, Gwillim Davies, and Daniel Davies, the said costs when taxed.

## THE SCHEDULE.

1st Column.	2nd Column.	3rd Column.
Names of Witnesses.	Date of Examination.	Exhibits.
David Thomas . . .	10th May, 1881	D. T., 1 ; D. T., 2
Rhys Davies . . .	10th " "	R. D., 1 ; R. D., 2
William Phillips . . .	10th " "	
David Price . . .	11th " "	
Daniel Powell . . .	11th " "	
John Morgan . . .	11th " "	
William Howell Watkin . . .	12th " "	W. N. W., 1 ; W. N. W., 2 ; W. N. W., 3 ; W. N. W., 4 ; W. N. W., 5 ; W. N. W., 6 ; W. N. W., 7 ; W. N. W., 8 ; W. N. W., 9 ; W. N. W., 10 ; W. N. W., 11
William Morgan . . .	12th May, 1881	
James Dickson . . .	13th " "	
John Dickson . . .	13th " "	
John Williams . . .	14th " "	
Richard Morgan . . .	14th " "	R. M., 1
Thomas Walters . . .	16th " "	
John Morgan . . .	16th " "	
Hannah Griffiths . . .	17th " "	H. G., 1 ; H. G., 2
John Davies . . .	17th " "	J. D., 1 ; J. D., 2
Daniel Williams . . .	17th " "	
Howell Powell . . .	17th " "	
John Davis . . .	17th " "	J. D., 1 ; J. D., 2
Richard Morgan . . .	18th " "	
Richard Jenkins . . .	18th " "	R. J., 1
1881. B., 967. L. L. P.		

It appears by the following Statutory Notice in the *Brecon County Times* that, though late in the day, the Neath and Brecon Railway Company resolved to acquire the land of this Allotment in the customary manner under the Lands Clauses Act, 1845.

"Meeting of the Commoners summoned for 4th October, 1880, at Penwyllt Station, at 12 noon.

"For the purpose of appointing a committee to treat with the Neath and Brecon Railway Company.

"Dulas Valley Railway Act, 1862.

"Neath and Brecon Railway Act, 1863.

"Lands Clauses Act, 1845.

"For 5A. OR. 7P. of the Limestone Allotment, Nos. 4 and 6, in Defynnock parish ; 12A. 13R. 14P. in Ystradgynlais.

"By order of the Neath and Brecon Railway Company.

"28 August, 1880.

"J. C. GRIFFITH,  
"Secretary."

It is assumed, though I have no record of the proceedings at the meeting, that a Statutory Committee was then appointed, consisting of, among others, Mr. Howel Gwyn, of Dyffryn, and Mr. Lewis Williams, the local agent of the Marquess of Camden, and it was agreed to accept the sum of £64 for the land taken. This sum was then paid into Wilkins' Bank at Brecon (now Lloyds'), and there it has remained, without bearing any interest and almost forgotten.

There were other actions in the Penwyllt district, between Messrs. Jeffreys Powell, of Bronllys Court, and his partner John Williams, and Messrs. Kershaw and Pole, Silica merchants, in 1886, as to the boundaries of their quarries, and making a tramway, which were decided in favour of Messrs. Powell and Williams; but this does not concern the interests of the Forest Allotment holders. But the following report, in the *Brecon County Times*, of proceedings at a Commoners' meeting, held in March, 1886, is important :—

#### THE COMMONERS' ALLOTMENT AT PENWYLLT.

##### MEETING AT THE CASTLE HOTEL.

From the *Brecon County Times*, March 5th, 1886.

"A meeting of the landowners and others interested in the Commoners' Allotment at Penwyllt was held under the presidency of Mr. Howel Gwyn, of the Dyffryn, Neath, at the Castle Hotel, Brecon, on Friday afternoon last.

"Among those present were Mr. T. S. Lloyd Barrow, Cefn Parc; Mr. J. E. Moore, Dyffryn; Mr. G. Garmons Williams, Abercamlais; Mr. Owen Price, Nantyrhaiarn; Mr. Morgan Thomas, Abersenny; Rev. J. T. Powell, Pantyscallawg; Mr. Isaac Davies, Brecon; Mr. E. A. Wright, Mayor of Brecon; Mr. J. Tudor, Brecon; Mr. H. Edgar Thomas; Mr. Price, Glynllech; Mr. Watkins, Ongar; Mr. R. McTurk; Dr. Powell, Cwmpadest; Mr. Powell, Lloegyr; Mr. David Isaac, Brecon.

"A somewhat protracted discussion ensued, and it was ultimately resolved to take steps to prevent certain parties from taking limestone off land claimed by the Commoners. The area of the land allotted to the Commoners is about 40 acres."

The parties trespassing on the Limestone Quarry allotment were the neighbouring quarry owners, Messrs. Jeffreys Powell and John Williams, and it appears that they had worked the stone for a distance of some thirty yards beyond the boundary.

Messrs. Cobb and Tudor, solicitors, of Brecon, were at once instructed to take proceedings in the matter, Mr. Howel Gwyn, of Dyffryn, Neath, being responsible for the costs, and his nephew, Mr. J. E. Moore, on his behalf, conducting the correspondence with them.

(LETTER 1.)

On April 2nd, 1886, Messrs Cobb and Tudor write as follows to Mr. Joseph E. Moore :—

“PENWYLLT COMMONERS’ ALLOTMENT.

“Mr. Kempthorne has written to me to say that we may use the name of the Surveyor of the Ystradgynlais District Highway Board as a Co-plaintiff, and the Surveyor of the Defynnock District has been with us to-day and consented to be one of the Plaintiffs. But both of them were to be indemnified against costs and held harmless.

“We are now ready to commence proceedings, and shall be pleased to see you when convenient.

“Perhaps you will be here on Tuesday to attend Quarter Sessions.”

It was then resolved to take the opinion of Counsel on the case, and Mr. Howel Jeffreys was consulted.

The following is a copy of his opinion :—

“GWYN AND OTHERS *v.* POWELL AND AN’R.

“It is proposed to commence an action against the Defendants in respect of two different matters. In the first place it is alleged that although as commoners of the Great Forest of Brecon they were entitled to get limestone from the commoners’ allotment for their own use within the Forest or upon the estates in respect of which they are entitled to rights of common they have committed a wrongful act in taking such limestone for sale to the public.

“In the second place it is alleged that they have wrongfully excluded the commoners from a strip of land crossing the allotment and upon which a tramway formerly ran.

“The case of *Price v. Dickson* tried before V.-C. Hall does not bind the present Defendants but undoubtedly has an important bearing upon the present questions, but there are two distinctions of great weight to be drawn. Firstly *Dickson* was not a commoner and the present Defendants are, and secondly the defence then set up was that the commoners had by abandonment of their rights given up all claim to any part of the allotment whereas in the present case the Defendants claim only the narrow strip upon which the tramway was made and at most a right of quarrying upon the rest of the allotment.

“I think that it is quite clear that the Defendants right of quarrying upon the allotment is limited to the amount required by them for their own use as commoners and that they had no right to sell to the public the lime made from the limestone obtained from that allotment. Though the same thing may have been done by Christie and others (as appears from V.-C. Hall’s Judgment) the Defendants can have acquired no right to this “profit à prendre” by custom or otherwise.

“The question as to the site of the tramway is more difficult. This strip appears in some sense to have been regarded as private property since the tramway was made or at all events since Claypon’s death and on two occasions it has been put up for sale by public auction. It has been bought by the Defendants and they have successfully brought an action for trespass upon it. Of course if the Defendants in that action were not commoners the present plaintiffs will be in no way bound thereby, and even if they were commoners it may be remarked that they could not in that capacity support a right to

make a railway over the strip of ground. It seems never to have been enclosed by the new Defendants or their predecessors but enclosure is not necessary to obtain a title under the statute of limitations as was fully decided in *Seddon v. Smith* 36 Law Times N. S. 168 mentioned by Mr. John Williams in his recent book on commons. I am informed however that it was proved before V.-O. Hall and can be proved again that until recently at least the commoners or rather their cattle have crossed and recrossed this strip of land without interruption and I understand that it is this right which they specially desire to maintain and I think that they are entitled to it if this usage can be fully proved. I have drawn and herewith send draft Indorsement and statement of claim which I have drawn as far as possible in the same way as that used in the action against Dickson but I have not made it an action for recovery of land as the Defendants in this case being commoners are entitled to the use of the whole allotment though not in such a way as to exclude the rights of the other commoners. It moreover avoids any question of misjoinder.

"I think it right however to say that it is in my opinion very doubtful whether the Plaintiffs will succeed in recovering any damages. I presume that the amount of limestone in the allotment is not very materially diminished and that the commoners have been and are able if, they do desire, to obtain as much lime there as they may require for their own use.

"The claim for an account was given up in the action against Dickson, and I do not think that it can be obtained in the present action.

"In fact I do not think that that would be the proper measure of damages if any damages are recoverable.

"The tramway strip moreover never having been enclosed, the commoners are probably in no worse a position with regard to that strip or very slightly so than they have been since 1820.

"I think that at all events with regard to the quarrying for sale upon the allotment, if this can be fully proved, the Plaintiffs are fairly entitled to an Injunction but it must be remembered that an Injunction is entirely in the discretion of the Court, and it is not impossible that it might be refused and in that case if only nominal damages are obtained the Plaintiffs would at least have to pay their own costs.

"(Signed) HOWEL JEFFREYS,

"19 May, 1886."

(LETTER 2.)

On May 20th, 1886, Messrs. Cobb and Tudor write further to Mr. Joseph E. Moore as follows :—

"GWYN AND O'RS v. POWELL AND O'RS.

"We have this morning received these papers from Mr. Howel Jeffreys, and on the other side we send an extract from his letter to us, which we think you ought to see, and place before Mr. Gwyn.

"We have not taken any steps in the action, and of course shall not do so until we receive instructions.

"When the writ is issued, if Mr. Gwyn decides to proceed, it will be necessary for him to give the two Road Surveyors his undertaking to hold them harmless as to costs.

"Waiting your reply,

"We are, etc."

EXTRACT REFERRED TO.

"I have seen Mr. J. E. Moore, who has talked to me about this action, and I am glad to find that there is a probability of the matter being settled. If this were not so, I should have great hesitation in recommending the considerable expense to be incurred, which must be involved."

Apparently, negotiations for terms of settlement of the action were then entered into, and

(LETTER 3.)

On July 12th, 1886, Messrs. Cobb and Tudor write to Mr. Joseph E. Moore that the action had been settled, and the terms of the settlement are comprised in their letter, which is as follows :—

“GWYN AND OTHERS *v.* POWELL AND ANOTHER.

“We have to-day finally settled this Action, the Defendants agreeing to a perpetual Injunction restraining them from getting Limestone from the Commoners’ Allotment for the purpose of Sale, or otherwise than they are entitled to get the same as Commoners.

“And they agree not to enclose the site of the tramway, or prevent the Plaintiff or any of the Commoners from the free use of the same.

“That is the best settlement we could get, and we hope that it will meet with Mr. Gwyn’s approval.

“Of course, the defendants paid the cost of the Action.”

We have been unable to obtain a copy of the Order of the Court or of the Master in this case, though every search has been made, in the office of Messrs. Cobb and Tudor by them, and at the Filing Offices of the High Court of Justice by myself, and the letters quoted are the best secondary evidence of the terms of the settlement of the Action, and of the Decree or Order of the High Court, that we are able to procure.

---

Dismissing these Actions of 1778 and 1886 from notice, as relating to trespassers and interlopers, it does not appear that the Commoners themselves—certainly not as a body—worked these limestone quarries since first allotted to them in 1819.

And it would seem that there are two reasons why the quarries have remained idle and unused by the Allotment-holders so long; and why, unless some additional powers are conferred by Statute on the beneficiaries, they must ever remain so.

The first is, that the Allotment-owners are not empowered to unite with the Crown grantees in working the quarries as a joint concern, or in leasing the quarries to third parties. And the second is, that to have a profitable trade, or even to pay expenses and no more, there must be a power conferred upon the Allotment-holders and the Crown grantees jointly to sell the surplus limestone worked, and especially the surplus lime above and beyond what they require for their own use. Even in the primitive times, when lime was carried on the backs of mules and horses straight from the kilns on to the arable field or to the homestead, it was ever a precarious summer trade. But when lime has to be conveyed in full truck-loads by rail, any system of special order and in small quantities becomes impracticable. In fact, no one would dream of entering on the lime trade without possessing the power freely to sell the products.

And apart from the sale of lime, a considerable trade could be carried on in limestone for the repair of the roads in the western part of the county; but this, from somewhat similar reasons, is found to be impracticable.

It will be seen in the following pages that in 1903 an attempt was made, though unsuccessfully, to obtain Parliamentary sanction for the working of the quarries and the sale of lime by the Allotment-holders; but as to this and the further disputes and differences that have arisen on various Forest questions, and are still pending, we have yet to write.

The part this Great Forest has played in modern history has undergone no change. Peace, good will, and prosperity are still strangers on the Forest land!

## CAP. VIII.

## THE 1893 BILL IN PARLIAMENT.

Harry, Duke of Buckingham, and Lord of Brecknock, in 1482, and a little later on King Richard III, who fell on the battle-field of Bosworth, both deserved well of Breconshire! Harry, the Duke, gave the inhabitants of Llansaintffread free pasture for ever on his Forest of Buchlyd, and King Richard reduced the payment of Kyferyve by the tenants of the Great Forest from 3*d.* to 1*d.* per head for ever!

We have not seen their like since in Breconshire!

And what shall we say of the Crown of England? of Good Queen Bess in her day, and George III in his; who respectively tried their utmost, with the aid of their Attorney-Generals, and all the prestige and power of the Crown, to break in one instance a plighted word, and in the other to take away, or if that were not possible, to render valueless almost, the privileges a King of England had once given, and which privileges had been freely enjoyed without interruption of any kind for over three hundred years!

Those who have followed so far attentively the story of the Great Forest in these pages (and it is a long story to follow) will remember, that the Amending Inclosure Act of 1818 (58 Geo. III, Cap. 99) was drafted, passed through Parliament, and paid for by the Crown itself, and at its instance. No one would seem to have represented the Commoners in Parliament, and the Bill was just passed through the Committee stage somehow, the sole object and end in view being, that the Crown at any rate should be certain of its half or moiety of the Forest lands. It is easy to understand this; the Crown was employing public money for the purpose, while the Commoners were expending their own money, and were too weary and worn out to prolong the struggle against so powerful an opponent.

And out of the Forest gate, and out of Breconshire, went the Crown, never to return, having in their hands two large bags, the one labelled

“Crown Allotment, 13,800 acres of the Great Forest,”

and the other

“Mines and Minerals of the Great Forest.”

But it was subsequently discovered that, unbeknown to any one, a large bundle of Tithes, three Tithe Allotments, Manorial Rights, and sundries of some imaginary value had, in name at least, secretly been placed in the Mineral bag! The purchasers soon found out, at the cost of expensive lawsuits and inquiries, that the Tithes and the Tithe Allotments had never been the property of the Crown, and were wrongly included in their Conveyances; and with regard to the supposed manorial rights, the purchaser, Mr. Christie, abandoned these, without any attempt to claim and enforce them.

The last owner of the mineral rights was a Mr. Gribble of Bristol, and he certainly never claimed tithes, tithe allotment, or manorial rights, and was contented with his rotten stone quarries, the only valuable part of the mineral rights.

However, in 1888, Mr. Gribble placed the the mineral rights of the Great Forest, whatever they were, on the market for sale, and on an unlucky day—we may call it one of the Egyptian days—the present Lord Tredegar chanced to hear of this, and became an intending purchaser. What was the object of the purchase? We are told no more than it was to keep a stock of poneys on the Commoners' Allotment, but which, it may be said, could equally well have been done by his Lordship, as one of the Allotment-holders, in virtue of one of his farms, like Blaenhapest Fechan.

Having bought the mineral property from Mr. Gribble for £1,200, Lord Tredegar

first paid attention to the sporting rights then exercised over the Allotment land of the Commoners; and finding that on the part known as Waun Tinker, which adjoined his own moors of Penderin and Cantref in the Brecon Lordship, a good many odd promiscuous sportsmen, not being Allotment-holders, were in the habit of shooting the grouse there, he resolved to proceed against them.

Accordingly, on the 12th October, 1889, Informations were laid by Mr. Jenkin Jones, of the "Tredegar Arms," Cwm Taff, on behalf of Lord Tredegar, not as owner of the exclusive right of sporting there, but simply in the capacity of a Common Informer, against certain parties, and who were duly convicted of trespassing in pursuit of game. The annexed Copies of the Information and Conviction (of which I have certified copies) denote this clearly to those who are familiar with the Magistrates' Courts proceedings. I had also communicated with Mr. Walter M. North (now deceased), the Stipendiary Magistrate, who granted the summonses and heard the cases, and also, with Mr. T. A. White, the Magistrate's Clerk—and they both formally assured me by letter that the Information was laid as by a Common Informer, and that no claim of exclusive sporting rights had been asserted or set up in the Information, or had in any way been dealt with on the hearing of the case.

We now give copies of the Certificated Copies, which are in our possession, of the Information and Convictions referred to :—

[COPY.]

COUNTY OF BRECON TO WIT.

Be it remembered, That within Three Calendar Months after the commission of the offence hereinafter mentioned, to wit, on the 12th day of October, in the year of our Lord, 1889, at Merthyr Tydvil, in the County of Glamorgan, Jenkin Jones, of the Tredegar Arms, Cwmtaff, in the said County of Brecon, for and on behalf of Lord Tredegar, in his proper person cometh before the undersigned, one of Her Majesty's Justices of the Peace, in and for the said Counties of Brecon and Glamorgan, and now here Giveth me, the said Justice, to understand and be informed, that William Powell, of No. 6, Pit Head, Cwmdare, of the Parish of Aberdare, in the County of Glamorgan, and Thomas Jones, of Tonglwyd fawr, Cwmdare, Aberdare, aforesaid, and each of them did, within Three Calendar Months now last past, to wit, on the 12th day of August, in the year of Our Lord, 1889, at the parish of Ystradfellte, in the said County of Brecon, unlawfully commit a certain Trespass, by being in the day time of the said day upon a certain piece of Land in the possession and occupation of Evan Evans, Commoner, and other Commoners, and of Lord Tredegar, there in search or pursuit of Game (or of Woodcocks, Snipes, Quails, Landrails, or Conies) there without the license or consent of the Owner of the Land so trespassed upon, or of any Person having the right of killing the Game upon such Land, or of any other Person having any right to authorize the said William Powell and Thomas Jones, or either of them to enter or be upon the said Land for the purpose aforesaid, contrary to the Statute in such case made and provided; whereby and by force of the said Statute each of them, the said William Powell and Thomas Jones, has forfeited a sum of Money not exceeding Two pounds, to be applied as the Statutes in that behalf made and provided direct. And thereupon the said Jenkin Jones prays that the said William Powell and Thomas Jones may be duly caused to appear before one or more of Her Majesty's Justices of the Peace in and for the said County of Brecon, to answer the said Information, and to be further dealt with according to Law.

Exhibited by the said Jenkin Jones  
before me, the Day and Year first  
above written.  
Walter M. North. (L.S.)

JENKIN JONES.

I certify this and the foregoing sheet of paper contains a true copy of the original information. Dated this 24th day of March, 1893.

T. A. WHITE,  
Clerk to the Justices, Penderyn Division, Brecknockshire.

[COPY.]

COUNTY OF BRECON, TO WIT.

Be it remembered, That on the 30th Day of October, in the Year of Our Lord One Thousand Eight Hundred and Eighty nine, at the Station Hotel, Cefn Coed, in the County of Brecon, William Powell, of No. 6, Pit Head, Cwmdare, in the parish of Aberdare, in the County of Glamorgan, and Thomas Jones, of Tonglwyd fawr, Cwmdare, aforesaid, are convicted before the undersigned, Walter Meyrick North and David Evan Williams, two of Her Majesty's Justices of the Peace in and for the said County of Brecon, for that they, the said William Powell and Thomas Jones, and each of them did on the 12th Day of August, in the year of our Lord One Thousand Eight Hundred and Eighty-nine, at the Parish of Ystradfellte, in the said County of Brecon, unlawfully commit a certain Trespass by being in the Day-time of the same Day upon a certain piece of Land, in the possession and occupation of Evan Evans, Commoner, and other Commoners, and of Lord Tredegar, there in search or pursuit of Game (Woodcocks, Snipes, Quails, Landrails, and Conies) there, without the licence or consent of the Owner of the said Land so trespassed upon, or of any person having the right of killing the Game upon such land, or of any other Person having any right to authorize the said William Powell and Thomas Jones, or either of them, to enter or be upon the said Land for the purpose aforesaid, contrary to the Statute in such case made and provided. And we adjudge the said William Powell and Thomas Jones, and each of them, for his said offence to forfeit and pay the sum of one shilling each, to be paid and applied according to Law, and also to pay to Jenkin Jones, for and on behalf of Lord Tredegar, the Informant, the sum of Five shillings and four pence each for their Costs in this behalf; and if the said several sums be not paid forthwith, We adjudge the said William Powell and Thomas Jones, and each of them, to be imprisoned in Her Majesty's prison at Brecon, in the said County (and there kept to hard labour) for the space of seven days, unless the said several Sums (and the costs and charges of conveying the said William Powell and Thomas Jones, or either of them, to the said prison) shall be sooner paid.

Given under our Hands and Seals the Day and Year first above written, at the Station Hotel, Cefn Coed, in the said County of Brecon.

WALTER M. NORTH. (L.S.)

D. E. WILLIAMS. (L.S.)

[COPY.]

COUNTY OF BRECON, TO WIT.

Be it remembered, That on the 30th Day of October, in the Year of our Lord One Thousand Eight Hundred Eighty-nine, at the Station Hotel, Cefn Coed, in the County of Brecon, John Hunt, of the Court Arms, High Street, Merthyr Tydvil, in the County of Glamorgan, William Lewis, of No. 2, Mount Street, Brecon Road, Merthyr Tydvil aforesaid, William Price, of the Court Arms, High Street, Merthyr Tydvil aforesaid, Thomas Hughes, of Bryn Gomer House, Ynisybwl, Pontypridd, in the County of Glamorgan, David Williams, of Old Mill, Pontypridd, aforesaid, and Evan Llewellyn, of Datwonno, Llanwonno, Ynisybwl, Pontypridd, aforesaid, and each of them, are Convicted before the undersigned, Walter Meyrick North and David Evan Williams, two of Her Majesty's Justices of the Peace, in and for the said County of Brecon, for that they, the said John Hunt, William Lewis, William Price, Thomas Hughes, David Williams, and Evan Llewellyn, and each of them, did on the 12th Day of August, in the Year of our Lord One thousand Eight Hundred and Eighty-nine, at the Parish of Ystradfellte, in the said County of Brecon, unlawfully commit a certain Trespass, by being in the Day time of the same Day upon a certain piece of Land in the possession and occupation of Evan Evans, Commoner, and others, Commoners, and of Lord Tredegar, there, in search or pursuit of Game (Woodcocks, Snipes, Quails, Landrails, and Conies) there, without the licence or consent of the Owner of the said Land so trespassed upon, or of any Person having the right of killing the Game upon such Land, or of any other Person having any right to

authorize the said John Hunt, William Lewis, William Price, Thomas Hughes, David Williams, and Evan Llewellyn, and each of them, to enter or be upon the said Land for the purpose aforesaid, contrary to the Statute in such case made and provided. And we adjudge the said John Hunt, William Lewis, William Price, Thomas Hughes, David Williams, Evan Llewellyn, and each of them, for his said Offence to forfeit and pay the Sum of One shilling each, to be paid and applied according to Law, and also to pay to Jenkin Jones, for and on behalf of Lord Tredegar, the Informant, the sum of Five shillings and four pence each, for his Costs in this behalf; and if the said several Sums be not paid forthwith, We adjudge the said John Hunt, William Lewis, William Price, Thomas Hughes, David Williams, and Evan Llewellyn to be imprisoned in Her Majesty's Prison at Brecon, in the said County (and there kept to hard labour) for the space of Seven days, unless the said several Sums, and the costs and charges of conveying the said John Hunt, William Lewis, William Price, Thomas Hughes, David Williams, and Evan Llewellyn to the said Prison, shall be sooner paid.

Given under our Hands and Seals the Day and Year first above written, at the Station Hotel, Cefn Coed, in the said County of Brecon.

WALTER M. NORTH. (L.S.)

D. E. WILLIAMS. (L.S.)

About the same time, Lord Tredegar caused notices to be set up on several parts of Waun Tinker, warning persons against trespassing in pursuit of game, signed by Mr. Edgar Thomas, his Brecon agent; but the wording of the notices did not claim any exclusive right of shooting there, but only such right—Lord Tredegar being himself an Allotment-holder—as any one of the Allotment-holders might be justified in doing for the protection of his own right, in common with the rights of the general body. Whether any of the notice boards are still there to-day we cannot speak of our own knowledge, but we are informed that one near Blaenhepste Fechan farm still remains.

#### COPY OF NOTICES ON COMMONERS' ALLOTMENT

(On boards fixed on Posts).

NOTICE.—All persons found trespassing on these lands in pursuit of game will be prosecuted.

1889.

H. EDGAR THOMAS,  
Agent for Lord Tredegar.

At a slightly subsequent period, the Allotment-holders, through their Committee, ordered notice boards to be erected on several parts of their Allotment lands in conspicuous places, asserting for themselves, collectively and individually, the possession of the exclusive sporting rights over the whole of the Commoners' Allotment lands.

We have before given the statements made by several persons in 1846, when the late Sir Charles Morgan (first Lord Tredegar) brought his abortive action against Mr. Lloyd, and which statements show that the Allotment-holders uninterruptedly enjoyed the exclusive right of shooting on their Allotment lands from the date of the Inclosure Act of 1819 to that of the action in 1846; and it was admitted before the Parliamentary Committee in 1893 by Lord Tredegar's Counsel, that from 1846 down to 1888—the date of the purchase from Mr. Gribble—the Allotment-holders had similarly exercised their rights of shooting over the Allotment lands. An uninterrupted user, therefore, from 1819 to 1888—or sixty-nine years—by the Allotment-holders stands as an unchallenged and accepted fact.

We come now to a period when from family circumstances I became personally interested in the Allotment lands in respect of Carno, in Glyn Tarell, the farm which is stated to have kept in the olden days nine hundred sheep on the Forest land, but which

of recent years, has become only a bytack to the Loscoed Farm of Mr. Miller, the well-known Scotch farmer, and no independent tenant has resided there for many years.

With some considerable experience in the management of landed property, and having acquired an insight into the anomalous position of the Forest Allotment lands, which had long prevailed, it soon occurred to me that serious injury and loss must result from this large extent of hill land—more than 17,000 acres—being without any control or supervising management. Accordingly, I consulted with others interested as to what was best to be done, mainly on two points, namely, how to prevent trespass and encroachment, and to utilise again the public limestone quarries.

Receiving encouragement and promise of moneyed support to the extent of £200, we then resolved to introduce a Private Bill in Parliament, and the usual Parliamentary Notices having been given in November, 1893, I was requested to draft the Bill. At the same time every means were taken to ascertain the views of the general body of the Allotment-holders, by circulars, by holding open meetings, and the circulation of copies of the Bill. We found it, however, most difficult to ascertain the views of nearly one hundred and fifty different owners, scattered here and there through the county, and a good many living at great distances away; but when our Bill came actually before the Parliamentary Committee, we had received the support of one-half of the Allotment-holders, one-fourth being neuter and the other fourth opponents.

A copy of the Bill is intended to be given in the Appendix; but I may be permitted to say now, long after our failure to have it passed, that it was really an excellent Bill, fair to all, and framed so as to meet the wants of a difficult and special case, and, as such, it deserved a better fate.

We were unfortunately met with opposition in several powerful quarters: first, by the Marquess of Camden, who wished to be given a vote for the proposed corporate body for every one of his twenty farms; by Madame Patti; and Mr. Kershaw from limestone trade jealousy; thirdly, by the Cardiff Corporation on account of possible interference with their water supply in the Taf Fawr Valley; and lastly and mainly by Lord Tredegar, the owner of the mineral rights, and also himself an Allotment-holder, who alleged that the water rights and sporting rights with which the Bill dealt were his property, as also the soil of the Allotment land, and were not to be interfered with in any way by the Allotment owners, who, he contended, had only herbage on the land and nothing else; a grievance was also raised in his petition of a small rate being levied for maintenance purposes.

The Chairman of the Parliamentary Committee was Sir Richard Temple, with Mr. Bonham Carter as Referee. Mr. Sydenham Jones and myself were Counsel for the Bill; Mr. Ralph Littler, K.C. and Mr. Cripps, K.C., represented Lord Tredegar; Mr. Pembroke Stephens, K.C., and Mr. B. Francis Williams, K.C., the Cardiff Corporation; Mr. Howland Jackson, Mr. Kershaw, and Mr. Bolton, the Marquess of Camden. Counsel for Madame Patti-Nicolini was reserved. Messrs. W. and W. M. Bell were Agents for the Bill, and Mr. David Thomas Jeffreys, the Solicitor, and the first sitting of the Committee was held on March 23rd, 1893.

These papers have already extended to such a length that it is, we fear, impossible to print a copy of the evidence and of the case *in extenso*. The opposition, it may be said, was very bitter on the part of those entrusted with Lord Tredegar's case, and every means were taken to wreck the Bill. The petitions of the other opponents could easily have been satisfied, as they turned upon no point of principle. At the same time they all made common cause with the chief opponent, and helped to increase the weight of his opposition.

In zeal for his client, Mr. Ralph Littler, K.C. (now Sir Ralph Littler), fell into two really serious mistakes. The first came to light in this way. After describing to the Committee the contents of a deed—the Conveyance Deed to Lord Tredegar—which he held for some time in his hands only, Mr. Bonham Carter, the Official Referee, asked him to hand the document in, so that the Committee might see the contents for themselves. And accordingly the deed was handed in.

In the course of the afternoon, at the close of the day's proceedings, Sir Richard Temple, the Chairman, thus addressed Mr. Littler.

"The Committee wish to draw your attention for a moment to that Deed, or Indenture: of course we know that you conveyed to us what you believed to be the correct and accurate description of it."

Mr. Littler: "Yes."

The Chairman: "But when we looked at the document for ourselves we got a very different impression from what we had previously received; and though, of course, we know that you acted in the best possible faith with the Committee, yet we are desirous to say that we are always anxious if we can to accept from a learned Counsel the description which he gives of a paper; and we hope that great care and precaution may be used in order that we may have that confidence; that is to say, learned Counsel will be kind enough to exercise great care and circumspection in making the description they give of a document as accurate as possible, so that the Committee may not be in any way under a misapprehension."

Mr. Littler: "I should be glad if you would indicate to me what it is you are referring to, because I am prepared as a lawyer to stand by my construction of that document; and I very respectfully say it is a matter about which there can be very little question of the decision of a Court being in Lord Tredegar's favour. I shall have to go into that question again. In my construction of that document I am supported by no less an authority than Mr. Elton, and I should be glad to know what construction the Committee put upon it."

The Chairman gave no further explanation, and the subject dropped.

The other case was a passage of arms between Mr. Littler and myself. Unfortunately, I was only able to obtain the Certified Copies of the Information and Convictions several days after our Bill was thrown out, and Mr. Littler's unfounded contradiction before the Committee had a free run as truth! What influence this really wanton assertion had on the Committee's decision we cannot tell, but it seems probable that if the Committee had really known that Lord Tredegar had laid the Information as a Common Informer, they would have thought very little of the claim made by Mr. Littler, that Lord Tredegar had the exclusive shooting over, and absolute ownership of, the land.

However, here is an account of the proceedings, of the correspondence, and of Mr. Littler's apology for his mistake; and let it go down to posterity as a warning and lesson to King's Counsel and all other Counsel to be accurate in their statements before Parliamentary Committees.

#### GREAT FOREST OF BRECKNOCK BILL, 1893.

##### *Extracts from Minutes of Evidence—page 11.*

Mr. John Lloyd (for the Commoners' Allotment-holders).—"We come to a place called Waun Tincker, which belongs to the Commoners. There have been persons, not Commoners, shooting there; lately there has been less of that. We have had rather a kind friend (whether disinterested or not) in the person of Lord Tredegar, who interfered, and upon the 12th August he summoned a number of the people; he summoned those who were not Allotment-holders, those who were strangers, and he laid information against them; not in any other capacity than as a common informer."

Mr. Littler (for Lord Tredegar).—"He laid his information as the owner of the freehold, which he had bought and paid for, and he got a conviction."

Mr. Lloyd.—"He laid the information as a common informer. Anyhow, the result has been that there has been more quiet since."

Mr. Littler.—"An issue has been raised. I'm not going to allow a statement without foundation to be made to this Committee. I am going to ask you to produce the

summonses; if there is the question in what capacity Lord Tredegar laid the information, it will speak for itself—we proved our rights.”

Mr. Lloyd.—“The result was that the trespassers, the non-Commoners, from that day on, did not shoot the years 1889 and 1890, but our Commoners have shot uninterruptedly ever since.”

COPY OF CORRESPONDENCE BETWEEN MR. JOHN LLOYD AND  
MR. LITTLER, Q.C.

“To R. D. Littler, Esq., Q.C.

“15, Chepstow Place, W., April 13, 1893.

“GREAT FOREST OF BRECKNOCK BILL.

“Dear Sir,

“You will well remember contradicting me most positively twice over, when I stated that the informations were laid in the game cases by Lord Tredegar as a common informer.

“I have communicated with Mr. White, the Magistrates' Clerk, and he states positively that the informations were laid by Jenkin Jones (in the behalf of Lord Tredegar) 'as a common informer, and not in any other capacity.'

“Mr. Edgar Thomas, agent for Lord Tredegar, also told me the same thing twice, and on one occasion before a public meeting.

“There therefore can be no question about the accuracy of the statement I made, and the only way I can understand your contradiction is on the assumption on your part that it could not be true, because it was so improbable.

“Of course the Committee is now at an end, but as the incident will remain impressed on my mind, I think it is due to you and myself to bring it again to your recollection, and possibly you may care to make some explanation.

“Yours faithfully,

“(Signed) JOHN LLOYD.”

“To John Lloyd, Esq.

“Dear Mr. Lloyd,

“May, 13, '93.

“GREAT FOREST OF BRECKNOCK.

“The nature of the summons, or by whom, or in what character applied for, was not very material, but no doubt your information is right and mine wrong, so if I caused you any annoyance, pray accept my apologies, which are due.

“Forgive my not earlier replying, but your letter was overlooked.

“Yours truly,

“(Signed) R. D. LITTLER.”

The Bill was in Committee three days, and much valuable evidence was given in its favour by various local witnesses of experience and standing.

Mr. David Evans, J.P., of Frwdgrech, the owner of ten farms, having allotment rights, with a rental of over £1,000 a year, in the parishes of Defynnock, Llywel, Llanfihangel Nantbran, Ystradfellte, and St. David's, gave evidence as to the need of a governing body being created, the encroachment on the Allotment land, and the falling into disuse of the limestone quarries.

Mr. Owen Price, J.P., of Nantyrhaiarn, member of the Breconshire County Council, and secretary of the Defynnock Agricultural Association for twenty-eight years, and a large freeholder and farmer in the district, spoke to the number of sheep trespassing from the Carmarthenshire side, and the value of the limestone quarries to the district, if they could be started again.

Mr. Anthony Miers, J.P., of Llwyncyntein, gave evidence as to the breeding of ponies on the Allotment lands, and the loss among them by disease. He said: "I have a strong opinion that it would be a very good thing to have our grazing looked after and protected. There is a dread in the whole country of turning on to these commons, because of the risk of our cattle running about the mountain without anyone to look after them."

Mr. J. B. G. Price, solicitor, estate agent, and member of the Neath Board of Guardians, said he had taken great interest in the Commoners' Allotment of the Great Forest, and incidentally in protecting the rights of the Commoners against the claim of Lord Tredegar. He had written the following letter to Lord Tredegar:—

"14th August, 1889.

"My Lord,

"In the course of exercising my right of shooting on the Commoners' Allotment of the Great Forest of Brecon on Monday last, I was met by several of your men, who requested my friend, James Vaughan, of Aberlilia, Ystradfellte, and myself to give them our names and addresses, which we accordingly did. I understand your Lordship claims the fee simple of the Commoners' Allotment of the Great Forest of Brecon, by purchase from the Crown.

"Perhaps your Lordship is not aware that by 55 Geo. III, c. 190, and 58 Geo. III, c. 92, it was enacted that the Great Forest should be allotted as therein mentioned, and that by an Award made in pursuance of the above-mentioned Acts, the Great Forest was accordingly allotted into two portions, one of which was to the Crown, the other moiety to the owners of those farms lying within certain parishes, who had for twenty years and upwards exercised commonable rights over the Great Forest, and that the tenure of each individual owner's undivided moiety in the Great Forest should be co-extensive with that of the tenure of the farm, from which he claimed to be entitled to a portion of the Great Forest, whether the same be freehold or copyhold but that the minerals should be expressly reserved to the Crown, which the Commissioners of Woods and Forests informed me were disposed of by the Crown in 1820.

"I, as owner of several farms mentioned in the Schedule of the Award before referred to, asserted my right on Monday last, and shot the Commoner's Allotment as usual, and continued to do so after giving my name and address to your keeper; and I consider I had a perfect right to do so, however your Lordship has been advised.

"I well know the class of people who frequent the Waun on the 12th and afterwards, nine out of ten not having any legitimate right to be there. But who is there to prevent them? In fact, Mr. Vaughan and myself were the only two who had, in my opinion, a right to be there on Monday last. I am not aware what steps your Lordship intends taking against those who shot the Commoners' Allotment on Monday last, but so far as the owners of those farms, which are mentioned in the Commissioners' Award, we shall contest your Lordship's title.

"I can well understand your Lordship's position, as regards your adjoining manor, and I think it is a pity those to whom the Commons' Allotment belongs (of whom your Lordship is one) cannot put their heads together and prosecute the outsiders, and so keep it to the few owners who shoot there.

"I trust your Lordship will excuse my dealing at such length with this matter, but I wish your Lordship to understand why I shot the Commons' Allotment on the 12th."

On the 25th November, Lord Tredegar's solicitors replied as follows :—

"New Inn Square,  
"Nov. 25, 1899.

"Dear Sir,

"Lord Tredegar some time since sent us your letter to him of the 14th August last, claiming on behalf of yourself and your friend, Mr. Vaughan, the right of shooting over the Commons' Allotment in the Great Forest of Brecon, and gave us instructions thereon.

"Lord Tredegar has recently acquired by purchase the rights which were reserved to the Crown by the Enclosure Acts of 55 and 58 George III over the Commons' Allotments, and he is advised by Counsel that such rights include the sole and exclusive right of sporting over the Commons' Allotments, and that the Commons' rights are restricted to those of pasturage only, with which Lord Tredegar would not interfere.

"There has been, through circumstances which can be explained, very little attention paid to the exercise of sporting rights by the predecessors in title, but we are assured that they did exercise such rights, and also gave their permission for their exercise; but it is clear beyond all question that not only the Commons but others also, exercise an alleged right of sporting over the two Commons' Allotments.

"Lord Tredegar is not desirous to press his claim in an arbitrary or inconsistent manner, but having been advised that the Commons' rights are restricted to those of pasturage only, and that no exercise by them of sporting privileges in the past will entitle them to continue the same against the will of himself—the owner of the soil and freehold—his Lordship will be prepared to assert his sole and exclusive right of sporting over both allotments against all persons claiming sporting rights thereon.

"Before commencing any litigation on the subject, we should be glad of an interview with you or your solicitor, in order that we may discuss the course of action to be adopted to settle the question at issue with the least possible trouble and expense; and that all unnecessary inconvenience or annoyance may be avoided, and the matter brought to a speedy and, we hope, friendly termination.

"CARLISLE & Co."

[No proceedings were, however, taken against Mr. Price, and he has shot upon Waun Tinker uninterruptedly in common with other Allotment-owners ever since, including the present year, on August 12th, 1904.]

Mr. J. E. Moore, J.P., and Councillor for the County of Brecon, representing Mrs. Howel Gwyn, of Dyffryn, Neath, who had thirty farms, with Allotment rights, on the Great Forest. He spoke as to the encroachment at the limestone quarries, and his uncle's action against Messrs. Jeffreys Powell, and Williams. He recommended the formation of a corporate body to govern the Allotment, "to which every fair-minded person would agree."

Mr. Morgan Thomas, J.P., of Abersenny, and Alderman of the County Council of Breconshire, recommended the formation of a governing body, and the utilisation of the limestone quarries, the quality of lime now supplied being inferior. "It would be a great advantage for the farmers to get lime from the Commons' quarries."

Mr. Rees Powell, of Selydach, J.P., and County Councillor for Breconshire, stated that "the state of things on the Commoners' Allotment was very unsatisfactory. Supported the Bill, and thought the general feeling in the Defynnock district was in favour of the Bill."

The Committee being satisfied as to the need of legislation for the protection of the Allotment lands, no more witnesses of that class were called.

Mr. Rhys Davies, surveyor and land agent at Brecon, proved the existence of the encroachments referred to at the quarries, and also how conveniently the quarries were placed for a railway trade.

Lastly, Mr. D. T. Jeffreys, solicitor for the Bill, was called to prove the assents and dissents to the Bill. He stated that the witnesses previously examined represented 118 farms out of the 537 on the Schedule, and was about to hand in a list of assents and dissents, when Mr. Littler objected to the receipt of it, as not being made in a formal manner.

The Chairman supported that view, and it was subsequently adopted by the Official Referee, Mr. Bonham Carter, and the promoters of the Bill were unable, in consequence, to prove the large number of assents they had received, amounting to more than half.

Mr. Bonham Carter laid stress on Standing Orders Nos. 176 and 177, and said they had not been complied with.

Counsel for the Bill offered to have a *plébiscite* taken of all the Allotment-holders during the Easter recess, but this was strongly objected to by Mr. Littler, and the Chairman held the objection good.

In the opinion of the Committee, the promoters of the Bill having failed sufficiently to prove assents and dissents, the Chairman announced their decision as follows :

"We have to say, that having heard the case for the promoters of the Bill, we consider that the Preamble of the Bill is not proved, therefore we shall not trouble the opponents to proceed."

Upon this decision being given, Mr. Littler sprang to his feet, and contending on behalf of his client that the Bill was a vexatious one, urged the Chairman to order the promoters to pay the costs of the opposition. The other Counsel followed suit, except Mr. Bolton, who said he did not claim costs for his client, the Marquess of Camden. Fortunately for the Promoters, the Chairman said that the Committee could not consider that the Promoters had, in the words of the Statute, "acted vexatiously or unreasonably" in bringing forward their Bill.

As a matter of fact and of history, I may add that I was personally responsible to the Subscribers for all expenses beyond the amounts of their individual donations, and had the Committee decided otherwise, a sum of from £2,000 to £3,000, as the costs of our opponents, would have fallen on my shoulders for payment !

But nothing will ever change my conviction that the Bill was a good one, and very much needed, and that if we had had a Welsh tribunal, or even a strong Committee (for it was Sir Richard Temple's first Committee, and the members of it were several times changed), we should have won our case.

There is an old saying : "Draw back to leap the better." Let that be the motto of the Allotment-holders, and let them bide their time. All things come to those who stand and wait.

THE GREAT FOREST OF BRECKNOCK.

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## I.

" Our Forest rears its head, though we have lost the Crown,  
And all our trees are cut or fallen down,  
On fleecy flocks and ponies rest our hopes,  
And water flowing down the mountain slopes,  
These, and good lime burnt to enrich our land,  
Are what our Forest should supply to hand.  
Just seventeen thousand acres we possess,  
Take care that no man makes them one the less !

## II.

" And when Waun Tinker's grouse are on the wing,  
Your guns upon your moor you ought to bring,  
And in the limpid stream the artful trout  
Are yours, if only you can wile them out.  
Yes, all is yours, save of alone the store  
Of coal, of lead, and of the golden ore.  
These to the Crown belong, all else to you  
Is by the Award your proper share and due.

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" Then, aye, good Welshmen, all united fight  
To keep our Forest and preserve our right."

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**Mr. J. B. G. PRICE DEFENDING THE SPORTING RIGHTS  
ON WAUN TINKER.**



## CHAPTER IX.

We are now drawing to a close of this long history, and in order to enable the reader to understand the position that Lord Tredegar takes with regard to the Allotment-holders, I give the correspondence that passed between him and myself in the autumn of 1899.

Apparently, Lord Tredegar claims to be possessed of "a suzerainty" over these Forest lands, indefinite and undefined, capable of being extended into meaning great and far-reaching powers, or of being diminished into a mere nominal or titular honour, to which the Allotment-owners are expected to pay respect, if not homage. This term is a new one in England, and certainly new in Wales. A Lord of the Manor is a familiar title, but a "suzerain" we have never heard of before in this country. Doubtless a suzerain, like the Prebendary described in the Local Lyrics, is an "*animal bipes implume*," but nevertheless, in my humble judgment, somewhat of an outlandish creature! Some foreigner must have "dumped" him down on the Great Forest of Brecknock, of all places in the world!

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[COPY.]

1899.—CORRESPONDENCE WITH LORD TREDEGAR.

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15, Chepstow Place, London, W.,

Sept. 6, 1899.

Dear Lord Tredegar,

I heard when at Brecon last week that you no longer sought to claim exclusive sporting rights over the Commoners' Allotment of the Great Forest.

Should this be true, you would be doing such a public service by making this formally known, as then we should be able to prepare for bringing a Bill into Parliament this coming Session.

Up to now your claim and opposition have stopped all this, and you will be carrying out the maxim "*noblesse oblige*."

Yours Faithfully,

(Sd.) JOHN LLOYD.

---

Tredegar Park, Newport, Mon.,

Sept. 10, 1899.

Dear Lloyd,

No: I have not given up my claim to the "suzerainty" over the Great Forest of Brecknock; but I cannot see what difference that would make to your Bill, as, if I remember rightly, there was nothing whatever to do with shooting in your last Bill.

Yours Faithfully,

(Sd.) TREDEGAR.

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15, Chepstow Place, London, W.,

Dear Lord Tredegar,

Sept. 11, 1899.

I am sorry the pleasant rumour proves too good to be true. I enclose a copy of our 1893 Bill. You will see at line 8, page 5, something about sporting rights, which we have always claimed, and uninterruptedly used and exercised.

We shall not venture, probably, on another parliamentary excursion until we have your co-operation, as you made it so costly for us in 1893.

Meanwhile, year-in, year-out, 17,000 acres of Breconshire land will be the happy hunting-ground of sheep-stealers, encroachers, scabies, pony disease, sheep worrying, and great loss of sheep and lambs, and the limestone quarries will remain disused, all tending to the peace of the county and the welfare of agriculture!!!

You have the undoubted right to the reserved minerals, and power to work them, but nothing beyond, except as an Allotment-holder. Take my word for this, and do not place implicit faith in those wisecracks in Lincoln's Inn.

Thanking you for your reply,

Yours truly,

(Sd.) JOHN LLOYD.

P.S.—If you wished to meet the Allotment-holders, and have a friendly talk over the situation, a conference could be easily arranged at Brecon to suit your convenience.—J LL.

15, Chepstow Place, London, W.,

Dear Lord Tredegar,

Sept. 14, 1899.

It has occurred to me to mention to you circumstances that you may not know :

1. Your conveyance from Mr. Gribble is a third or fourth edition of the one from the Crown to Mr. Christie, and deals with less matter. The Crown conveyance included the tithes on the Crown Allotment, and the Crown was paid for them. Subsequently, it was discovered that the tithes never belonged to the Crown, though they had sold them, and were paid for them.

And the Crown Allotment—now held by Messrs. McTurk, the Scotchmen—is to-day paying a heavy tithe rent-charge to tithe-owners (clerical and lay), notwithstanding its having been once freed.

Was there ever such a thing! The fact is that the Crown conveyance of 1821 to Christie was prepared by ignorant people, and is a discredited document to a large extent. You will see a copy of it in the Appendix to one of the volumes of the Welsh Land Commission, and it is a rignmarole of a document that “no fellah can understand,” and has been described and held by Johnes, the Tithe Commissioner in 1839 to be worthless as regards the tithes.

2. Your father, in 1845, instituted proceedings in the Court of Common Pleas against my late father for shooting on Waun Tinker. Subsequently, Sir Charles abandoned these proceedings, on my father being supported by Mr. John Powell of Watton Mount, the grandfather of the late Mr. Penry Williams of Penpont, the Lord-Lieutenant, and other Allotment-holders. It appeared that Mr. Williams of Penpont had regularly sent his keeper Scammell to shoot there every year in exercise of his right, and that Scammell frequently shot there in the sight of your father's keeper, who stood on the Cantref and Penderyn Manors, to see that Scammell and others did not cross the boundaries. There is a naive remark of Scammell in the draft of his evidence then taken, to the effect that he did not care much being sent there, as “there were more guns than grouse.”

Your late father then abandoned all proceedings, and no claim as against the Allotment-holders to the enjoyment of their land was raised by anyone, until, after an

interval of over 40 years, you came on the scene, having purchased Mr. Gribble's interests, whatever they were.

I came across old papers in a recent search showing all this, and of which I knew only slightly before.

And at the risk of any disadvantage we may be put to by showing you any portion of our hand, I think it right to put you in possession of material facts, and if there is to be a contest, to contest it in the most open and fairest manner.

I will not repeat the reasons I have advanced in our previous correspondence (1892), why it is so cruel a hardship to find anyone in the name of the Crown, as its grantee, claiming a power of interference in our own poor moiety of the waste lands of the Forest, over which the Crown itself, by statute, for due consideration, had relinquished all claims, except the usual ones to the mines and minerals, and the power to work them.

Conscience, etc., and all that sort of thing is, I know, openly laughed at in the region of Lincoln's Inn, but possibly it is not quite out of date and fashion in the land beyond the Severn.

Yours faithfully,  
(Sd.) JOHN LLOYD.

Tredegar Park,

Sept. 16, 1899.

Dear Lloyd,

Thanks for your letter and information therein. I cannot conceive what my father had to do with the Great Forest.

I asked a supporter of your late Bill the other day if he thought that, supposing there had been no opposition and the Bill passed, the Allotment-holders would have benefited one halfpenny by it; and he said, No, rather the reverse: they would have been the poorer by the rate.

The question is too large to say more at present, as I have been too busy to look into it at present.

Believe me, yours faithfully,  
(Sd.) TREDEGAR.

15, Chepstow Place, W.,

Sept. 22, 1899.

Dear Lord Tredegar,

Thanks for your letter, and I note your fun at the show. Look into the matter as soon as you can. If *you* wish to see the old papers of 1845, you can.

If you co-operate in a friendly manner, there is no need of a rate, as the interest of the funds in hand and the rent of quarries will produce sufficient to cover the slight management expenses.

And I rather think the result would be, that you would have more grouse on *your own moors* than you have at present: our preserve would help yours.

I leave it with you.

Yours faithfully,  
(Sd.) JOHN LLOYD.

15, Chepstow Place,

Sept. 29, 1899.

Dear Lord Tredegar,

I expect you take in the *Brecon and Radnor Express*. If not, order in a copy of last issue, and see "The Peer and the Commoner."

It is intended as a "Roland for your Oliver."

Yours faithfully,

(Sd.) JOHN LLOYD.

This speech at the Cattle Show forms an amusing incident.

Lord Tredegar, speaking in his usual friendly and jocular way at the Defynnock Agricultural Show, in September, 1899, thus alluded to the Great Forest Case, and to myself in connection therewith:—

"About £6,000,000 a year was paid for cattle imported from America, Canada, and the Argentine, and he thought they could not replace that amount on the ground that day (laughter). He did not think Mr. John Lloyd—even if he owned the Great Forest of Brecon—(laughter) could fill up that gap, so as to improve the agriculture of this country (laughter). He should not have alluded to that subject, only they just now happened to be on the frontier of the Great Forest, and for all he (the President) knew there may be all sorts of legal actions in the future.

"All he could say was that if the Recording Angel took the trouble to look down on a small individual like himself, or so great a subject as the Great Forest—if the Recording Angel recorded the great harm he (Lord Tredegar) had done to the Commoners and brinkers of the Great Forest of Brecon, he (the speaker) would be passed into Heaven easy enough (laughter). He did not know where Mr. Lloyd would go to" (laughter).

My reply to his Lordship was made in the following lines:—

#### THE PEER AND THE COMMONER.

##### I.

When he and I are both, perchance, in Heaven,  
Shall we, d'ye think, be then just level, even?  
Or will he girded be with war-stained sword,  
And bear the title of a noble lord;  
In purple clad upon the foremost seat,  
Of course the very best to drink and eat?  
While all for me, if haply seat is found,  
Is at his feet upon the cold, bare ground!

##### II.

Methinks, if ever in that happy place  
We stand before Recording Angel's face,  
He fares as well, who for his fellow-man  
Has tried to do the utmost that he can;  
Who in the Forest, on the flood, or field,  
Has never to oppression stooped to yield;  
To whom a Naboth's vineyard has no charm,  
Though wingèd grouse among the heather swarm;  
Who to his neighbour does not think a wrong:  
'Live and let live', the burden of his song.

## III.

May Peer and Commoner rivals be in this,  
 When journeying onward to the land of bliss,  
 The lot of others still the more to bless,  
 And spread around the greatest happiness !  
 Delay not ! Life is like a flowing stream,  
 It comes, it goes ; what is it but a dream ! ”

As far as we know, the attitude and position taken up by Lord Tredegar to-day (December, 1904), with regard to the Commoners' Allotment land is the same as that stated by Sir Ralph Littler, his Counsel, in 1893, when the Great Forest Bill came before the Committee of the House of Commons, and the same as that, though in mysterious and veiled language, stated by his Lordship in the correspondence above given. At least there has been no withdrawal on his part from that position, and the Commoners' Allotment-holders and Lord Tredegar year by year are facing each other like hostile armies in battle array, watching closely every movement of each other, and not knowing the moment some act on the part of one or the other may not lead to the commencement of open hostilities and costly proceedings at law ; and of course each side seeks by little acts, wherever possible, to strengthen their position preparatory to a final struggle for the mastery.

The acquisition of the mineral rights upon the Commoners' Allotment land by Lord Tredegar being so very recent—in 1888 only—and, therefore, in no sense an hereditary property, we have long ago asked him to transfer to us the rights he bought then for the same sum, and to join our body, being himself by other holdings an Allotment-holder, and help to place our lands under proper management, with a view to their development for the common good of all ; but no favourable response has yet come. Possibly, when Lord Tredegar has seen and read the history and sad story of the Great Forest, and especially of the Commoners' Allotment lands told in these pages, he will feel the time has come to put an end to the continued strife and discord, even at what he may think the sacrifice of some remote future gain to himself and his successors.

Personally, I would appeal to him to do so, not only that his claims (save as to minerals) have a very slight foundation, based upon the discredited and mistaken conveyance deed of the Crown in 1820, and that the adverse user by the Allotment-holders has been continuous for more than 80 years, but that his claims are a serious disturbance of the amenity and of the solid interest of a large district of Breconshire, which he and his ancestors have in time past represented for many years in Parliament. Surely, if there is a will, a way can be found peaceably to put an end to this controversy between honourable men. Two kings cannot rule from the same throne, whether at Brentford or in the wilds of the Great Forest ! Saving simply the mineral rights, in equity and at law this half of the Forest lands belongs to the Allotment-holders, and stands free as air of any just claims by any other person in the wide world !

We must now turn to a new factor in the history of the Forest Allotment land, and the one bright picture in the whole of its history. The high mountain lands of the Forest abound in perennial streams of the finest kind, flowing from off the Old Red Sandstone soil, the Usk, Hydfer, Crai, Trewereu, Senny, Camlais, and Tarell on the northern slopes, and the Taff Fawr, Hepste, Tringarth, Llia, Nedd, and Tawe on the southern side. Brychan's fair daughters, transformed into crystal streams, are well represented here !

And in these days of advanced civilisation, and of a vast population growing up in Glamorganshire, these streams are much sought after. Swansea has appropriated the Crai river, and Cardiff has come to the Taff Fawr stream for its water supply, forming one of its reservoirs partly on the Commoners' Allotment land near the "Storey Arms." Two applications for the purchase of land were made : the first in 1890, when the reservoir was

T

first made, and the second in 1895, when the same reservoir was enlarged. The first time, about 14 acres were taken, at £16 per acre, producing £217; and the second time about 40 acres at £42 per acre, producing £1,700, or a total sum of £1,917. These sums have been paid to the Statutory Committees of the Allotment-holders, and are bearing interest, and the following is a statement of account up to July, 1903 :—

Account of Money received by the Great Forest Allotment-holders, for Sales  
of parts of the Allotment Lands.

Dr.	No. 1.	£ s. d.	Cr.
PENWYLLT A/c.			[Surviving Trustee— Lewis Williams, Esq.
Received from N. and B. Railway Company, 1880 ...	...	64 4 4	This account appears to be bearing no interest.
<hr/>			
CARDIFF A/c.—(A.)	No. 2.	£ s. d.	[At Lloyd's Bank on deposit.
Received from Cardiff Corporation, 1890 ...	...	217 10 0	Trustees—David Evans, W. S. Miller, and others. Particulars of interest to be added.
<hr/>			
CARDIFF A/c.—(B.)	No. 3.	£ s. d.	
1895. Received from Cardiff Cor- poration ...	...	1,700 0 0	1901. Feb. 1.—To D. T. Jeffreys, Counsel's opinions ... 34 11 6
INTEREST A/c.			
1895—Int.	...	18 3 3	
1896 "	...	17 6 4	
— "	...	17 6 2	
1897 "	...	18 1 0	
— "	...	17 10 10	
1898 "	...	18 0 5	
— "	...	17 18 0	
1899 "	...	18 6 11	
— "	...	18 5 3	
1900 "	...	21 1 5	
— "	...	23 5 6	
1901 "	...	23 17 11	
— "	...	23 10 9	
1902 "	...	24 3 1	
— "	...	14 13 10	
— Con.	...	10 4 7	
— "	...	10 4 7	
1903 Int.	...	5 18 4	
— Con.	...	10 4 7	
— "	...	10 4 7	
— Chq.	...	9 9 3	
— Int.	...	6 3 1	
		<hr/> 353 19 8	
		<hr/> £2,053 19 8	
<hr/>			
			1902. April 7th.—To investment in Consols, 2½, £1,587 4s. 7d. 1,500 0 0
			[Trustees— W. S. Miller. R. McTurk. W. P. Price. and others.]
			Balance at deposit at Lloyd's Bank, July 10th, 1903 ... 519 18 2
			<hr/> £2,053 19 8

GREAT FOREST ACCOUNT.—SUMMARY.

No. 1 Account	...	...	...	...	64 4 4
No. 2 Account	...	...	...	...	217 10 0
No. 3 Account—At Deposit, £519 8 2					
Consols, £1,500 0 0	...	...	...	...	2,019 0 0
					<hr/> £2,300 14 4
Total of Assets, July 10th, 1903.					

The Town Clerk of Cardiff has kindly supplied us with the following full particulars :—

[COPY.]

“Town Hall, Cardiff,  
“30th January, 1905.

“Dear Sir,

“In reply to yours of the 27th instant, below I have pleasure in giving you particulars of commonable land purchased by my Corporation in the County of Brecon for the purposes of their Waterworks undertaking :—

*Under the Cardiff Corporation Act, 1884.*

Area.			Description.	Consideration.			Date.
A.	R.	P.		£	s.	d.	
46	1	9	... Part of the Common of Modrydd in the Parish of Llanspyddid, in the County of Brecon ...	700	0	0	... 30th June, 1890.
14	1	31	... Part of the Common of Glyn, in the Parish of Defynock, in the County of Brecon ...	217	10	0	... Ditto.
0	3	0	... Part of the Common of Cantreff, in the County of Brecon ...	16	0	0	... 20th Dec., 1890.

*Under the Cardiff Corporation Act, 1894.*

40	0	0	... Part of the Great Forest of Brecon, situate in the Parish of Defynock, in the County of Brecon ...	1,700	0	0	... 25th Jan., 1895.
4	0	0	... Part of the Common of Cantreff, in the County of Brecon ...	300	0	0	... Ditto.
60	0	0	... Part of the Common of Modrydd, in the Parish of Llanspythid, in the County of Brecon ...	1,750	0	0	... 1st March, 1895.

“Trusting the above is the information you desire,

“I am, yours, etc.,

“(Sgd.) J. C. WHEATLEY, Town Clerk.”

A more recent application has been made in the case of the Neath Rural District Council, to take the water of the Tringarth, and about 90 acres of the Allotment land were sold at £60 per acre, producing, after deducting Parliamentary expenses, the sum of about £5,000. This sum has not yet been paid over to the Statutory Committee, but is bearing interest at 4 per cent. These are considerable sums, and are and will be the means of enabling any authority invested with the control of the Forest Allotment lands to take steps from time to time to protect and develop the property.

Time will alone tell whether other of the Forest streams will be sought after as a water supply; but it will be within the recollection of everyone that as recently as 1900 the London County Council proposed a scheme to take all the Forest streams still available in the Usk Valley.

It is here proper to notice what, perhaps, should have been stated earlier. When the Bill of 1893 failed to pass through Parliament, and with it the proposal to create a legal corporate body to govern the Forest lands, the promoters of the Bill thought the next best thing to do was to establish a voluntary body, and this was done by voting papers sent out to all the known Allotment-owners.

The following was the result of this election, according to the printed return then issued :—

GREAT FOREST OF BRECKNOCK.—COMMONERS' ALLOTMENTS.

*Election of Committee of 12 Members, 1893-94.*

I beg to inform you, that the Result of the Voting is the Election of the following Members :—

1.	John Lloyd,	34	Votes.
2.	David Evans,	32	"
3.	Owen Price,	32	"
4.	P. B. Williams,	30	"
5.	J. E. Moore,	29	"
6.	J. B. G. Price	29	"
7.	W. Lloyd Downes,	28	"
8.	Rees Powell,	13	"
9.	Morgan Thomas,	13	"
10.	W. S. Miller,	9	"
11.	Rev. Garnons Williams,	8	"
12.	James Vaughan,	7	"

15, Chepstow Place, W.  
Aug. 4th, 1893.

JOHN LLOYD.

Since that date vacancies have occurred by the deaths of Penry Boleyn Williams, of Penpont, W. Lloyd Downes, and James Vaughan, which have been filled by the co-optation of Mr. Lewis Williams, representing the Marquess of Camden, Mr. E. J. Jones, of the Forest, Glyn Neath, and Mr. D. T. Jeffreys, Solicitor, of Treacastle and Brecon. It is now, as at first, as strong, well-chosen, and representative a committee as could be formed, and is we believe, trusted with the confidence of the whole body of the Allotment-holders.

Meetings of the Committee are occasionally convened for the transaction of business, a minute-book is duly kept, and Mr. D. T. Jeffreys acts as Honorary Secretary and Solicitor.

Since page 121 was printed off, we are glad to say that Mr. Tudor (late Cobb and Tudor) has found the Agreement between the parties in the 1886 suit as to the Penwyllt Limestone quarries, and also the Decree of Court made and Injunction granted in pursuance of such Agreement. In the Agreement will be found a reference to the tramway, the Defendants binding themselves, and their heirs and assigns, "not to enclose the site of the tramway, or prevent the Plaintiffs or any of the Commoners of the said Forest from the free use of the same."

[COPY.]

#### AGREEMENT WITH DAVID JEFFREYS POWELL, DEFENDANT,

JULY 6TH, 1886.

THIS AGREEMENT, made this 6th day of July, 1886, BETWEEN HOWELL GWYN, WILLIAM POWELL WATKINS, and DANIEL POWELL (on behalf of themselves and all other Commoners of the Great Forest of Brecon), and JOHN PRICE and WATKIN JOSEPH (as Surveyors of Roads within the District of the said Forest), hereinafter called the Plaintiffs of the one part, and DAVID JEFFREYS POWELL, hereinafter called one of the Defendants, of the other part.

WHEREAS by their Statement of Claim in an Action commenced in the Queen's Bench Division of the High Court of Justice against the said David Jeffreys Powell and one John Williams, and numbered 1886, G. No. 1126, the Plaintiffs claimed :—

1. Damages for the wrongs therein complained of.

2. An Injunction to restrain the Defendants from enclosing the site of the said Tramway therein mentioned or preventing the Plaintiffs or the Commoners of the said Forest from the free use of the same or any part of the Commoners' allotment therein mentioned, and also to restrain the Defendants from getting any limestone or other minerals from the said allotment for the purpose of sale or otherwise than as they are entitled to get the same as Commoners of the said Forest.

3. An Account of profits made by the Defendants as therein mentioned, and that they should be ordered to pay the amount of such profits as therein provided.

IT IS HEREBY AGREED between the Plaintiffs and the said Defendant, David Jeffreys Powell, that with the consent of the Plaintiffs and the said David Jeffreys Powell an Order shall be made in the said Action for a perpetual Injunction restraining the said Defendant, David Jeffreys Powell, from getting any limestone or other minerals from the said allotment for the purpose of sale or otherwise than as he is entitled to get the same as a Commoner of the said Forest. And that the said Defendant, David Jeffreys Powell, shall pay the costs as between Solicitor and Client of the said Action up to the date hereof, and of and occasioned by the said Order, but that no Order shall be made in the said Action upon the remainder of the Plaintiff's claim therein as against the said Defendant, David Jeffreys Powell. AND IT IS HEREBY FURTHER AGREED that the said Defendant, David Jeffreys Powell, shall not nor shall his heirs or assigns inclose the site of the said tramway or prevent the Plaintiffs or any of the Commoners of the said Forest from the free use of the same or of any other part of the said Commoners' allotment. AND IT IS HEREBY FURTHER AGREED that the Plaintiffs shall and do abandon as against the said Defendant, David Jeffreys Powell, all claim for damages or for an account or for payment of profits as claimed by them in the said Statement of Claim. AND IT IS HEREBY FURTHER AGREED that the said Defendant, David Jeffreys Powell, shall pay all costs as between Solicitor and Client of and incidental to this Agreement, as well as the costs of the said Action up to the date hereof.

AND IT IS HEREBY FURTHER AGREED that this agreement is to be entirely without prejudice to the Plaintiff's rights in the said Action or otherwise against the Defendant, John Williams. As WITNESS the hands of the said parties hereto the day and year first above written.

WITNESS to the signatures of Robinson,  
Preston, and Stow, and Sharpe  
Parkers and Co. :

Robinson, Preston, and Stow, for  
Plaintiffs.

J. D. Godfrey, Clerk to Messrs. Robin-  
son, Preston, and Stow, 35, Lin-  
coln's Inn Fields, Solicitors.

Sharpe, Parkers, and Co., for Defen-  
dant, David Jeffreys Powell.

WITNESS to the signature of David  
Jeffreys Powell :

David Jeffreys Powell.

David T. Jeffreys, Solicitor, Brecon.

[A similar Agreement was signed by John Williams, Defendant.]

Endorsement "A." In the High Court of Justice, 1885.† P. No. 90.  
Chancery Division.

Mr. Justice Chitty,

BETWEEN David Jeffreys Powell, Plaintiff,  
and  
John Williams, Defendant.

This is the Agreement marked "A" referred to in the affidavit of David Thomas Jeffreys, sworn before me this 9th day of July, 1886.

Before me, George Garrett,  
A Commr., etc.

[This refers to a partnership suit between the Defendants.]

## ORDER OF COURT AGAINST DAVID JEFFREYS POWELL, DEFENDANT.

AUGUST 12TH, 1886.

[COPY.]

In the High Court of Justice,  
Queen's Bench Division.

1886. G. No. 1126.

The Honble. Mr. Justice Field, Judge in Chambers.

BETWEEN HOWELL GWYN, William Powell Watkins, and Daniel Powell (on behalf of themselves and all other Commoners of the Great Forest of Brecon), and John Price and Watkin Joseph (as Surveyors of Roads within the District of the said Forest), Plaintiffs, and

DAVID JEFFREYS POWELL and JOHN WILLIAMS, Defendants.

UPON HEARING the Solicitors for the Plaintiffs and for the Defendant, David Jeffreys Powell, IT IS ORDERED that judgment be entered in this Action against the said Defendant that he the said Defendant, David Jeffreys Powell, be perpetually restrained by the Injunction of this Court from getting any limestone or other minerals from the said Allotment for the purpose of sale or otherwise than as he is entitled to get the same as a Commoner of the Great Forest of Brecon. And that the Judgment also adjudge payment by the said Defendant of the Plaintiffs' costs as between Solicitor and Client of this Action up to the 6th July, 1886, including therein all costs of and incidental to the Agreement for Settlement dated the 6th July, 1886, and also of and occasioned by this Order and the Judgment thereunder.

DATED the 12th day of August, 1886.

[A similar Order was made against John Williams, Defendant.]

## INJUNCTION AGAINST DAVID JEFFREYS POWELL, DEFENDANT.

AUGUST 14TH, 1886.

[COPY.]

In the High Court of Justice.  
Queen's Bench Division.

1886. G. No. 1126.

BETWEEN HOWELL GWYN, William Powell Watkins, and Daniel Powell (on behalf of themselves and all other Commoners of the Great Forest of Brecon), and John Price and Watkin Joseph (as Surveyors of Roads within the District of the said Forest), Plaintiffs, and

DAVID JEFFREYS POWELL and JOHN WILLIAMS, Defendants.

The 14th day of August, 1886.

PURSUANT to the Order of the Honourable Mr. Justice Field, dated the 12th August, 1886.

WHEREBY IT WAS ORDERED that Judgment be entered in this Action against the said Defendant that he the said Defendant, David Jeffreys Powell, be perpetually restrained by the Injunction of this Court from getting any Limestone or other minerals from the said Allotment for the purpose of sale or otherwise than as he is entitled to get the same as a Commoner of the Great Forest of Brecon. And that the Judgment also adjudge payment by the said Defendant of the Plaintiffs' Costs as between Solicitor and Client of this Action up to the 6th July, 1886, including therein all costs of and incidental to the Agreement for Settlement, dated the 6th July, 1886, and also of and occasioned by this Order and the Judgment thereunder.

IT IS THIS DAY ADJUDGED that the said Defendant, David Jeffreys Powell, be perpetually restrained from getting Limestone and all other matters as mentioned in the preceding part of this Judgment.

The above Costs have been taxed and allowed at £                      as appears by a Certificate dated                      day of                      , 1886.

ROBINSON, PRESTON, and STOW,  
35, Lincoln's Inn Fields, Plaintiffs' Solicitors.

[A similar Injunction was granted against John Williams, Defendant.]

#### NOTES ON ILLUSTRATIONS, ETC.

The MAEN LLIA Stone, of which two views are given, is a large upright stone, placed on the gap in the range of the Forest mountains at the source of the Llia brook. It is uninscribed, and has been only slightly alluded to by Professor Westwood in his *Lapidarium Walliæ*, or any of our local historians previously, though from its very size, and the commanding position occupied, it has always been a well-known landmark in the district. It is evidently of prehistoric date, and resembles the large stone on the Maes y Gwaelod farm, in Llanwrtyd Parish, and the stones under the Miarth Hill by the side of the River Usk. Apparently these stones were placed as guide-marks across a wild uninhabited county, or to a possible driftway across a main river. The Sarn Helen roadway passed close by the Maen Llia Stone, from the Gaer Camp, near Brecon, to Neath.

The Maen Madoc is another upright stone, a mile or so lower down the same Sarn Helen road on the Neath side.

This is an inscribed stone, and is thus described by Professor Westwood in his *Lapidarium Walliæ*, p. 64 and Plate 37, 1876:—

“A strange inscription upon a tall stone, as represented in the *Archæologia* by Strange, vol. iv, Tab. 1, Fig. 2; and in Gough's *Camden*, vol. ii, Pl. 14, Fig. 3; copied in Jones' *Brecknockshire*, vol. ii, Pl. 12, Fig. 2, without any attempt at its elucidation, led me to hunt for the Maen Madoc in one of the bleakest and most unfrequented parts of South Wales, in September, 1846.

“The Roman Road, Sarn Helen, or Lleon, joins the ordinary road from Defynnock to Ystradfellte, about  $1\frac{1}{2}$  mile to the south of the Maen Llia, and Maen Madoc stands at about half a mile along, and close to the side of the Sarn Helen.

“It is a tall, rude stone, 11 ft. high,  $2\frac{1}{2}$  ft. wide, and  $1\frac{1}{2}$  ft. thick, inclining southwards, with the inscription on its western side. The desolate bleakness of the spot is equalled by the extreme rudeness of the inscription.

“My figure is made from a sketch taken on the spot, corrected by my rubbing, which has been reduced by the camera, and the inscription is to be read:—

DERVACI FILIUS IYSTI  
IC IACIT.

“The first letter D is reversed, and both the A's are turned upside down.”

The Views in the Tringarth Valley are of old sheep-washing pens, and of the rocky bed of the Llia bank, in which the stream falls gradually over successive ledges of Old Red Sandstone, and with no marked precipitous character. The presence of this sound bed of rock to build the reservoir dam upon is a source of delight and peace of mind to the engineer who is about to construct his works there for the Neath District Council. Probably in a few short years these sheep-pens and river's bed will be at the bottom of a capacious reservoir.

The Penwyllt limestone views are given to illustrate the action-at-law described in Chapter VII. The limekilns seem to invite an occupier to set them going, and the Lecturer from Aberystwith College has told us that lime is invaluable to our pasture land in Breconshire.

Many other interesting views of the Forest land might be given, but I have not the photographs at hand. Perhaps my readers may pay this little-known district of the Great Forest a visit, and see at first hand Nature in all her wild grandeur: not forgetting the falls of the Cilhepste and Purddin rivers, which are really within the precincts of the ancient Forest.

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It will be remembered that under the Manor of Hay, vol. i, p. 63, I alluded to a detached piece of ground called the Island, on the open common land, giving then a similar instance on the Great Forest of Brecknock, and described their purposes.

It would seem that there were several such Island enclosures in the Great Forest: that of the Ynys Gron, or Ffynnon Ynys Gron, being the most known (the spring of water of the fenced-in land constituting an island), situate well in the Forest land as formerly marked out, and at the foot of the northern slope of the Van Frynach mountain, the nearest point to Brecknock Castle of the whole Forest. It has a cottage on it, and the land is about 3 acres. There was another small enclosure in the Tarell Valley, a large and important one at Blaenhepste Fechan, another on the Tawynne brook near the Tawe Valley, and others probably I have not traced. In the case of the Great Forest these enclosures were obviously for Forest purposes, and to enable the owners—and in later times their Agisters—to keep impounded cattle and sheep on a large scale, and generally to make these enclosures the headquarters for their Forest forays and excursions. How these enclosures became separated from the Crown Forest, and held by private owners, or when, there is no knowledge extant. Possibly these special lands, being more particularly the freehold of the Crown, were sold privately to the Agister or other private person, when the Inclosure of the Forest was resolved upon.

The Ynys Gron Inclosure is specially remarkable for the beautiful and strong spring of water that rises within the enclosure; and evidently the presence of such a spring originally determined the site of the Inclosure.

The northern side of the Forest land has the character of the Beacon range, being in many parts abrupt and precipitous, while the southern side slopes gradually until the Old Red Sandstone formation is succeeded by the Carboniferous measures. There is now—as there has been from all time—a broad band of mountain, probably five or six miles wide, separating the enclosed and inhabited country on the north side from that on the south (the Inclosure of the Forest has made some slight difference); and it is curious and interesting to note that the ancient place-names of the farms, and the still more ancient names of the rivers and streams on one side of the range of mountains, are markedly distinct and have a separate root and origin from those on the other side. By the old Forest laws no one was allowed even to cross the Forest land, and which acted, therefore, as a complete barrier to intercommunication between the inhabitants on the Breconshire and Glamorganshire sides. And even before the Forest was formed, it is easy to understand that wholly separate tribes or families of the Welsh occupied the northern and southern slopes. The distinction in the place-names and river-names is very marked.

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CILHEPSTE WATERFALL ON THE BOUNDARY OF THE GREAT FOREST.



## ANNEX I.

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### LORD HOBHOUSE ON THE LEGAL POSITION OF THE GREAT FOREST.

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Before we went to Parliament with the Bill of 1893, I consulted my old friend, Lord Hobhouse, now, alas! no more, as to the position legally held by the Commoners, and the course they ought to take under the circumstances. He was, it will be remembered, chosen Arbitrator in the great Epping Forest case, and was well known to be a man of great experience, with a trained judicial mind, and of the highest character. He was good enough to write me the following letter :—

[COPY.]

“GREAT FOREST OF BRECON.

“15, Bruton Street, W.,  
“Oct. 30, 1890.

“My dear Lloyd,

“I have perused the documents relating to Brecon Forest, and can form a tolerably clear idea of the legal position of things. I do not think that an examination of the Award would be of use, except as to boundaries or other details not at this moment in question. The Act of 1818 (Secs. 8 and 12) shows what is to follow on the making of an Award; and it is sufficient for the present purpose that in fact an Award has been made, allowing to the Crown a moiety of the residue left after providing for the enormous expenses. In the Crown's moiety the Commoners have now no interest at all.

“With regard to the Commoners' moiety, I think that the legal freehold which was vested in the Crown in 1815 has never been displaced. The only alternative to this conclusion is that the Act of 1818 vested the freehold in the Commoners, either as a Corporation, or severally as tenants in common. Such is not the literal reading of Sec. 12, and it is highly improbable that any such effect could be intended by an Act which was destroying the machinery created in 1815 for ascertaining the respective interests to which the various Commoners were entitled. It was, indeed, possible under the two Acts to enquire who was a Commoner, and to make a complete list of Commoners. But I do not gather from your statement that any such thing was done.<sup>1</sup> It is worth while to consult the records of the Brecon Clerk of the Peace on this point; though, if he has any final Award, the Office of Woods ought to have a copy (see Sec. 17 of the Act of 1818), and they deny the possession of any such document. Taking the Crown as a freeholder, it has no beneficial interest in the surface of the soil. It retains such rights to mines as it possessed prior to the Award (see Sec. 17). But all forestal or manorial rights of common and so forth are completely abrogated. Sec. 12.

“I think then that, subject to its own right to get minerals, the Crown is under an obligation to allow the Commoners to enjoy the land. And any purchaser of the interests of the Crown would be in the same position as the Crown itself.

<sup>1</sup> Lord Hobhouse was not fully informed by me on this point when he wrote. As a matter of fact, a Complete List of Commoners had been made by the Commissioners.

“The legal position is a very singular one : quite unique in my experience. As long as the land remains in *statu quo*, there is no more difficulty about the enjoyment of it than there was before the Enclosure Acts. But the moment you want to alter the status, there is difficulty which seems to be insuperable by law. You are not like copyholders with a Manor Court. You have no trust, with powers of management. You have no Elective Corporation or Board, where a majority may bind a minority. You are not even in the ordinary case of owners of open lands, because here is a Statute which declares that the land shall remain open and unenclosed for the benefit of the several members of the body of Commoners according to their several rights. On this last point, if enclosure is desired, the Land Commissioners should be consulted. They will be able to say much more accurately than I am whether their powers extend to this peculiar case. Or even if enclosure is not desired, their vast experience in the matter of open lands may enable them to refer to some similar case, or to make some useful suggestion. And if they can assist, their goodwill and courtesy will not be found wanting.

“Reverting to the position of the Commoners, it seems to me impossible that they can do anything to alter it, unless they all concur in action, and that is generally found impossible with a large number of people : morally impossible because of the conflict of wills, or legally impossible because of various disabilities.

“I have not the least idea what is the most beneficial course for the Commoners : though from your printed statement I gather that they cannot enjoy the property in specie, and under such circumstances it is generally best to sell and divide the money. But for this purpose—and I conceive for any other active purpose—an Act of Parliament will be necessary. The only course I think is, by meetings or otherwise, to agree on some plan of utilising the land, which shall be approved of by a preponderant portion of Commoners, in number or value, or both, and then to apply to the Legislature. It seems to me that there is a strong moral obligation on the Crown to give such help, if any, as it can with propriety ; and probably the Office of Woods will be found to acknowledge that. But perhaps as the Commoners are absolute beneficial owners of all except the mines, and the Crown (or its successor by purchase) has the mines only, the Crown cannot give much help, except in respect of the bare legal freehold left vested in it after the Award, and possibly not parted with since.

“It will be remembered that I do not know the terms of the sale of the Crown's rights. For the immediate purpose it is not necessary to know them. But they affect the question in whom the legal freehold is vested. Nor do I know whether there are manors within the Forest, though it appears (Act of 1815, Sec. 15) that some of the ancient tenements, in respect of which common rights were claimed, were or might be of copyhold tenure. If the rights of common in the Forest are claimed through tenements (freehold or copyhold) held of manors within the Forest, vested in persons other than the Crown, whose manorial rights I hold to be extinct, it would introduce another element into the question, what is the legal position of the Commoners ? But I do not think it would do anything to weaken—perhaps it would strengthen—the opinion that nothing can be done without an Act of Parliament. I am afraid my lucubrations will not give you much comfort ; but it seems to me that the advisers of the Commoners in 1815 and '18 did not know what they were about, and so an imbroglio occurs.

“Very truly yours,

“(Sgd.) HOBHOUSE.”

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## ANNEX II.

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### LEASE OF THE MINERALS IN PART OF THE GREAT FOREST, 1804.

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By the courtesy of the Commissioners of Woods and Forests, we have been enabled to have a copy of this lease to Mr. Johnes, of Hafod, co. Cardigan, of the minerals in that part of the Great Forest to the west of the Llia brook, dated August 31, 1804. This document is of great length, extending to 160 folios, and we have omitted several clauses relating to matters of account, etc., between the parties, contenting ourselves with a summary of such.

The Lease has a special importance, in that it separates as a distinct property the minerals of the Great Forest from the agistment claims of which we have heard so much, and also in that it refers to the western side of the Great Forest only; and we are not aware that the minerals in the eastern portion of the Forest, that is, east of the Llia brook, were ever leased by the Crown previously to the Inclosure of 1815-19. Possibly it had been ascertained and known as a fact by the Crown and intending lessees, that there were not, except liemstone and ordinary quarry stone, anything in the nature of a mineral in the eastern part of the forest.

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#### ENDORSEMENT ON LEASE.

Demise to Thos. Johnes, Esquire, of the Mines and Veins of Lead Ore, Tin, Copper, and other Ores, Metals, Minerals, and Mineral substances, Fossils and Fossil Substances, Coal and Coal Mines, Quarries, Rocks, and Beds of Spar Clay, Tile, Limestone, Ironstone, Slate and other stone whatsoever within, under, or upon the Lands belonging to His Majesty lying within the Great Forest of Brecknock in the County aforesaid.

To hold for a term of 31 years from the tenth day of October, 1800.

Yearly 20s.

And the several duties of one shilling for every Ton of stone Coal, fourpence for every ton of Culm, and one shilling for every ton of iron-stone to be raised and gotten out of the said Premises as within mentioned.

And such further sum and sums of money as shall be equal to one full tenth part of all Lead Ore, Tin, Copper, and other Ores, Metals, Minerals, and Mineral Substances, fossils and fossil substances, Spar, Clay, Tile, Limestone, Slate, and other stone whatsoever (except Stone, Coal, Culm, and iron-stone) to be raised and gotten as aforesaid.

Without Fine.

Trinity Term, 44th Geo. III, 31st August, 1804.

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THIS INDENTURE, made 31st August, in the 44th year of the Reign of Our Sovereign Lord George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, And in the year of Our Lord, 1804. Between the King's Most Excellent Majesty of the one part and Thomas Johnes of Hafod, in the County of Cardigan, Esquire, of the other part.

Witnesseth that for and in consideration of the rents, reservations, sums, and duties hereinafter reserved, and of the covenants, provisoes, and agreements hereinafter mentioned and contained on the part and behalf of the said Thomas Johnes, his ex'ors., adm'ors, and

assigns, to be paid, done, observed, and performed, His said Most Excellent Majesty, by and with the advice and consent of his right trusty and well-beloved Counsellor William Pitt, Esquire, first Commissioner of the Treasury of Great Britain and Chancellor and Under Treasurer of the Exchequer, his trusty and well-beloved George Percy, Esquire (commonly called Lord Louvaine), his trusty and well-beloved James Edward Harris, Esquire (commonly called Viscount Fitzharris), his right trusty and well-beloved Counsellor Charles Long, Esquire, and his trusty and well-beloved George Spencer, Esquire (commonly called Marquis of Blandford), Commissioners of the said Treasury,

Hath demised and granted and by these presents Doth demise and grant unto the said Thomas Johnes, his ex'ors., adm'ors., and assigns All and singular the mines and veins of Lead Ore, Tin, Copper, and other ores, metals, minerals, and mineral substances, fossils and fossil substances, coal and coal mines, quarries (*sic*), rocks, and beds of spar, clay, tile, limestone, iron-stone, slate and other stone whatsoever found, gained, dug or opened, or hereafter to be found, gained, dug or opened within, under, or upon All those Lands belonging to His Majesty lying within and being part of the Great Forest of Brecknock in the County of Brecknock, containing in length from east to west eight miles or thereabouts, and in breadth from north to south three miles or thereabouts, be the length or breadth thereof more or less, bounded on the west part thereof by the River Turch, and extending from the said River along the South west boundary of the said Forest to the River Tawe, and thence along the south boundary of the said Forest to the River Neath, and thence along the same boundary to the River Velly, otherwise Melty, and bounded on the east part thereof by the said River Velly, otherwise Melty, and a brook called Llya Brook, and on the north part thereof by the summits of the Lands in the said Forest which divide the waters falling into the River Uske from those falling into the said Rivers Neath and Tawe.

Together with full and free liberty, licence, power, and authority to and for the said Thomas Johnes, his executors, administrators, and assigns, and his and their agent or agents with or without miners, workmen, and others from time to time, and at all times during the continuance of this present demise to dig and open the ground and soil, and to bore, sink, sough, delve, try, search for, get, and take all and every the ores, metals, minerals, and mineral substances, fossils and fossil substances, coal, spar, clay, tile, limestone, iron-stone, slate and other stone, which now are or hereafter shall be, found or discovered within, upon, or under the said Lands or any part thereof, and to dig, sink, open, make, and drive such and so many pits, quarries, shafts, trenches, watercourses, sumps, gates, levels, drifts, and soughs in, through, under, upon, and over all or any part or parts thereof as he or they shall find or judge necessary, useful, expedient, or convenient for finding, discovering, winning, getting, and working any such ores, metals, minerals, and mineral substances, fossils and fossil substances, coal, spar, clay, tile, lime-stone, iron-stone, slate, and other stone, or for drawing off and conveying water, earth, deads, and rubbish, from or out of all or any of the works which shall or may by virtue of this present demise be opened, made, or carried on in or upon the said premises or any part thereof.

And also to set up, build, erect, and make, alter, direct, turn, or vary, repair, and amend, use, and enjoy in, upon, or under the said Lands, or any part thereof, All such Mills, Warehouses, Smelting-houses, kilns, smithies, workshops, stables, and other buildings, fire and other engines, pumps, machines, and devices, banks, embankments, watercourses, canals, trenches, wydraughts, watergates, dams, drains, sluices, railways, roads, ways, paths, passages, walls, fences, gates, and other conveniences as may be necessary for opening, working, draining, managing, maintaining, carrying on, and using the said mines, quarries, works, and premises, and for weighing or measuring, washing, cleansing or dressing, calcining, melting, smelting, burning, charring or otherwise converting or rendering merchantable and fit for sale in ore, metal, or other usual state. All and every the said Lead, ore, tin, copper, and other ores, metals, minerals and mineral substances, fossils and fossil substances, coal, spar, clay, tile, lime-stone, iron-stone, slate and other stone, and for selling and disposing thereof, and for carting and carrying away or removing the same or any part thereof, upon, from, or out of the said premises, or any part thereof. And also to dig, get up, and take in, upon, or out of the said Premises, or

any part thereof. All such stones, sods, clay, earth, and other materials as may be necessary or requisite for making, building, maintaining, and repairing any such erections and buildings, engines, machines, and devices, appurtenances, and conveniences as before mentioned, or any of them, or for making, maintaining, and repairing all and every the roads, ways, paths or passages whatsoever, into, upon, from, or out of the said mines, quarries, works, and premises, or any of them, and from time to time during the continuance of this present demise at his and their free will and pleasure, to take down, remove, and carry away all and every or any of such erections, buildings, engines, pumps, machines, devices, and conveniences as shall or may be brought upon and set up, built, erected, made, or used in, upon, or within the said Lands and Premises or any part thereof, together with all implements, stores, materials, tools and other things whatsoever thereto belonging, or which shall be brought upon, kept, or used in or upon the said premises, or any part thereof, and with full and free liberty of heap room, pit room, and store room in, upon, or within the said premises, or any part thereof, together with full and free liberty for the said Thomas Johnes, his ex'ors, adm'ors, and assigns, and his and their Agents, workmen, and servants, with or without horses and other beasts of draught or lading, waggons, carts, and other carriages from time to time during the continuance of this present demise to pass and repass into, upon, through, from, or out of the said premises for all or any of the purposes before mentioned, or otherwise for discovering and opening such mines and quarries as aforesaid, and for the better enjoying, removing, taking, and carrying away and converting all or any part of the produce thereof to his or their own use and benefit, or for selling or disposing of the same, and further to do, perform, and execute all and every or any other act, matter, or thing which shall or may be necessary or expedient in the premises.

Save and except that no pit or shaft, trench, or other work, nor any engine, machine, or building shall be made, sunk, or erected within fifty yards of any part of any messuage, dwelling-house, or outbuilding of or belonging to any Person or Persons whomsoever without a licence or consent in writing from the owner and occupier of such messuage, dwelling-house, or outbuilding respectively for that purpose first had and obtained. And also except and always reserved out of this present demise, All royal mines of gold and silver, and all other mines, minerals, and quarries within, upon, or under the said Premises, or any part or parcel thereof heretofore demised or granted by His Majesty, or any of his Royal Predecessors for terms of years or other estates as yet unexpired or unforfeited, if any such there be, with full power to enter upon, work, use, and enjoy the same, and every of them, as fully and effectually to all intents and purposes as if this present demise had not been made.

To have and to hold all and singular the said mines and veins of lead, ore, tin, copper, and other ores, metals, minerals, and mineral substances, fossils, and fossil substances, coal and coal mines, quarries, rocks, and beds of spar, clay, tile, limestone, ironstone, slate, and other stone whatsoever, and all and singular the liberties, powers, privileges, and premises hereinbefore expressed to be hereby demised with their and every of their Appurtenances (except as before excepted) unto the said Thomas Johnes, his ex'ors, adm'ors, and assigns, from the 10th day of October, which was in the year of our Lord 1800, for and during and unto the full end and term of 31 years thence next ensuing, and fully to be compleat and ended (subject nevertheless to the provisoes and agreements hereinafter contained for determining the same).

Yielding and Paying therefore yearly and every year during the continuance of the said term hereby granted unto the King's Majesty, His Heirs and Successors, for and in respect of the said premises hereinbefore expressed to be hereby demised the rents or sums hereinafter mentioned to be paid and payable into the hands of His Majesty's Bailiff or Receiver-General for the time being of the said Premises hereby demised or at or into the receipt of His Majesty's Exchequer at Westminster, at or upon the days or times following, that is to say, for the first 4 years of the said term hereby granted, ending on the 10th day of October next ensuing, the date of these presents, part of the said term of 31 years hereby granted the rent or sum of 80*s.* of lawful money of Great Britain, to be paid on the same 10th day of October, and thence forth for 26 years further part of the

said term hereby granted the yearly rent or sum of 20*s.* of like lawful money to be from time to time paid half-yearly at or upon the 5th day of April and the 10th day of October in every year, by equal portions, the first of such half-yearly payments to commence and be made at or upon the 5th day of April now next ensuing. And for the last year of the said term hereby granted the same rent or sum of 20*s.* to be wholly paid at or upon the 5th day of April next preceding the expiration of the same term.

And also yielding, paying, and rendering unto the Kings Majesty, His Heirs and Successors, during the said term hereby granted over and above the said reuts or sums of 80*s.* and 20*s.*, hereby reserved the rent or duty of 1*s.* of lawful money as aforesaid for each and every ton of stone coal, and the rent or duty of 4*d.* of like lawful money for each and every ton of culm, and likewise the rent or duty of 1*s.* of like lawful money for each and every ton of iron stone which shall be raised or gotten from or out of the said premises or any part thereof.

And also yielding, paying, and rendering unto the Kings Majesty, His Heirs and successors during the said term hereby granted, over and above the said reuts or sums of 80*s.* and 20*s.*, and the said rents or duties of 1*s.* 4*d.* and 1*s.*, hereby reserved such further sum and sums of like lawful money as shall be equal to one full tenth part in value (the whole into ten equal parts to be divided), of and in all the lead, ore, tin, copper, and other ores, metals, minerals, mineral substances, fossils and fossil substances, spar, clay, tile, lime, stone, slate, and other stone whatsoever (except stone coal, culm, and iron stone, and also except stone, sods, clay, earth, and other materials to be taken and used for making, building, altering, or repairing any such erections, buildings, engines, machines, devices, appurtenances, or conveniences, or for making or repairing any such roads, ways, paths, or passages, as before mentioned) which under or by virtue of these presents at any time or times during the said term hereby granted, shall have been, or shall or may be raised or gotten within, under, from, or upon the said Lands and Premises hereinbefore mentioned and described or any part thereof.

[Then follow provisions as to the mode of ascertaining the value of the minerals raised, after deducting the cost of working.

Also as to ascertaining the quantities of ore, etc., raised.

Also as to payment of rents due to the Crown's Bailiff or Receiver-General at His Majesty's South Wales Audit each year.

Also as to payment of Land Tax, Tithes, and Rates by the Lessee.

Also as to keeping the mines worked, and working them in proper manner.

Also as to weighing properly all minerals won, and rendering an account of the weights, to be verified on oath

Also as to upholding the works, buildings, etc., in repair, and delivering the same at the expiration of the lease.

Also for the Crown Surveyor, on notice given, being permitted to examine all Works, pits, etc.].

And also that he, the said Thomas Johnes, his executors, administrators, and assigns, shall and will from time to time during the continuance of this demise, well and effectually fence off and inclose, or otherwise secure, all open pits, quarries, shafts, trenches, drains, and other works belonging to the said premises, or any part thereof. And also so much ground as shall from time to time be necessary for pit banks, or to stack thereon work, or manage all or any part of the produce of the said mines, quarries and works respectively, or for other the purposes of the said works, and from time to time during the continuance of this demise during so long as the same respectively shall continue to be kept open, used, or necessary for all or any of the purposes before mentioned, keep and preserve the same and every of them so well and effectually fenced off and inclosed, or otherwise secured as aforesaid.

And also that he, the said Thomas Johnes, his executors, administrators, and assigns,

shall and will from time to time, in a proper and workmanlike manner, well and effectually fill up and level, or otherwise cover in or prevent from being dangerous, all such pits, shafts, quarries, and works in or upon or belonging to the said Premises as shall from time to time become useless and unnecessary for carrying on the said mines, quarries, and other works, or for other the purposes before mentioned. And shall and will yearly and every year during the continuance of this demise, pay and allow a fair and reasonable recompence and compensation for any damage or damages that shall or may from time to time be sustained by any Person or Persons for or by reason of any cattle falling into any of the pits, shafts, quarries, or works of or belonging to the said mines, quarries, and premises, such recompence and compensation respectively to be from time to time settled by two indifferent persons, one of such Persons to be named and appointed by the party or person suffering such damage or damages respectively, and the other of such Persons to be named and appointed by the said Thomas Johnes, his executors, administrators, or assigns. And also shall and will, from time to time use his and their best endeavours to prevent unnecessary or extraordinary damage being done to the Lands or Grounds through, under, or upon which the said mines, quarries, and Premises hereby demised, or the works of or belonging to the same, or the ways, roads, watercourses, and other conveniences thereof shall be carried on, made, or used by virtue of these presents. And shall and will yearly, and every year, during the continuance of this demise, pay and allow to the owner or owners, occupier or occupiers, of such Lands and Grounds respectively, a fair and reasonable recompence and compensation for any damage or damages which he or they shall or may from time to time sustain for or by reason of the sinking, opening, or driving of any pits, quarries, or other works of or belonging to the said mines, quarries, and premises hereby demised, or the making or erecting any Mills or other buildings, or making, turning, varying or using any watercourses, trenches, dams, sluices, roads, or ways, or otherwise in or about the working or carrying on the said mines, quarries, works, and premises as aforesaid.

Thomas Johnes, for himself, his heirs, executors, and administrators, and every of them, doth further covenant, promise, and agree to and with the Kings Majesty, His Heirs, and Successors, by these Presents, That he, the said Thomas Johnes, his executors, administrators, and assigns, or any of them, shall not nor will, at any time or times, during the continuance of this demise, sell, remove, or take away, or permit, or suffer to be sold, removed, or taken away, any lead, ore, tin, copper, or other ores, metals, minerals, coal, spar, tile, culm, lime-stone, iron-stone, slate, and other stone, or any of them or any part thereof, or other produce of the said mines, quarries, works, and premises hereby demised, or any of them from or off the said Premises without the privity of or until His Majesty's Agent or Agents for the time being to be appointed for that purpose, shall have had notice to attend to see the same respectively weighed or measured, or the quantity thereof ascertained pursuant to the Covenant hereinbefore in that behalf contained. And shall not nor will, do, suffer, or commit any wilful or voluntary waste, spoil, or destruction whatsoever, in or about the said mines, quarries, works, and premises hereby demised, or in or upon any of the Lands or Grounds under, through, or along, or near to which the same shall be worked or carried on as aforesaid.

Provided Always, and it is hereby declared and agreed that it shall and may be lawful to and for the said Thomas Johnes, his executors, administrators, and assigns, and his and their Agent and Agents, and every of them, with or without workmen and others, from time to time, for the space of six calendar months next, after the end, expiration, or other sooner determination of the said term hereby granted, to enter upon the said lands and premises, or any part thereof, and all such lead, ore, tin, copper, and other ores, metals, and minerals, coal, spar, tile, culm, lime-stone, iron-stone, slate, and other stone, as shall under and by virtue of these presents have been gotten and raised from or out of the said mines, quarries, works, and premises before the expiration or other sooner determination of the said term hereby granted, and which shall not have previously been removed or carried from or off the same Lands and Premises (the rents and duties hereinbefore reserved and made payable, having been first paid and satisfied according to the true interest and meaning of these presents) to take, carry away, and dispose of, or convert to his and their

own use and benefit. And also to take down, remove, and carry away all and every the engines, machines, and devices, timber, and other materials in, upon, about, or belonging to the said mines, quarries, works, and premises, or any of them. Together with all tools, implements, stores, matters and things whatsoever, which at any time during the said term hereby granted, shall by the said Thomas Johnes, his exors., admors., or assigns, or any of them, have been brought upon, kept, or used in, upon, or within the same mines, quarries, works, and premises, or any part thereof, doing as little damage to the said lands, mines, quarries, works, and premises as may be in or about the same.

Provided nevertheless that if the Surveyor-General for the time being of His Majesty's Land Revenue or His Majesty's Agent or Agents for the time being of the said Premises by the direction of the said Surveyor-General shall give or deliver unto the said Thomas Johnes, his ex'ors., adm'ors., or assigns, or to his or their agent or agents for the time being at or upon the said premises hereby demised or cause to be left at or upon the same premises or some part thereof three calendar months at the least before the expiration or other sooner determination of the said term hereby granted notice in writing signifying that the said engines, machines, and devices, timber and other materials or any of them in, upon, about, or belonging to the said mines, quarries, works, and premises or any part thereof will be taken for the use of His Majesty, His Heirs and Successors, at a fair valuation, that then and in such case the same shall be respectively valued by two indifferent persons, one of such persons to be named and appointed by the Surveyor-General for the time being of His Majesty's Land Revenue, and the other of such persons to be named and appointed by the said Thomas Johnes, his executors, administrators, or assigns. And that upon the said Thomas Johnes, his executors, administrators, or assigns being paid according to such valuation for all and every such engines, machines, and devices, timber and materials as shall be so proposed to be taken as aforesaid, the same and every of them shall be accordingly left by the said Thomas Johnes, his executors, administrators, and assigns, in and upon the said mines, quarries, works, and premises, for the use of His Majesty, his heirs and successors, any thing herein contained to the contrary thereof in any wise notwithstanding.

Provided always, and it is hereby further declared, that if the said Thomas Johnes, his executors, administrators, and assigns, or any of them, shall at any time during the term hereby granted be desirous of quitting and delivering up the possession of the said mines, quarries, works, and premises hereby demised, and of such his or their desire shall and do give and deliver, or cause to be given and delivered, unto the Lords Commissioners of His Majesty's Treasury or the Lord High Treasurer for the time being respectively notice in writing under the hand of the said Thomas Johnes, his executors, administrators, or assigns six calendar months at least previously to the end of any one year of the said term. Then and in such case from and immediately after the expiration of any such year the said notice in writing having been previously entered in the several Offices of His Majesty's Auditor for the time being of the Premises hereby demised and the Surveyor General for the time being of His Majesty's Land Revenue, this present demise and grant, and every matter and thing herein contained (save and except as to any remedy, action, or suit, or right of action or suit, by reason or on account of the non payment of the rent or the non performance of all or any of the covenants, provisoes, conditions, and agreements hereinbefore reserved, mentioned, and contained, and which previously to or on the determination of this demise as aforesaid ought to have been paid, observed, and performed. And also save and without prejudice to the power and liberty lastly hereinbefore given and provided) shall cease, determine, and be utterly void to all intents and purposes. And that then and thereupon his said present Majesty, His Heirs and Successors, by his, their, or any of their Officers, agents, or servants into and upon the said mines, quarries, works, and premises hereby demised, or any part thereof, in the name of the whole shall and may wholly re-enter, and the same Premises, and every part thereof, have again, retain re-possess and enjoy as in his or their former right and estate as fully and effectually, to all intents and purposes, as if this present demise and grant had not been made, anything herein contained to the contrary thereof in any wise notwithstanding. Provided

always and these presents are upon condition nevertheless that if the said Thomas Johnes, his executors, administrators, and assigns shall not within the space of five years from the date of these presents well and effectually work, manage and carry on the said mines, pits, quarries, and works hereby demised, by employing constantly therein a competent number of miners, workmen, and labourers, so that lead, ore, tin, copper, or other ores, metals, or minerals, coal, spar, tile, culm, limestone, iron-stone, slate and other stone (except as aforesaid), shall be dug up, raised, or gotten from or out of the same in such quantities as the nature of the works respectively will fairly and reasonably admit. Or if the said Thomas Johnes, his executors, administrators, or assigns shall and do in any one year of the said term hereby granted after the expiration of the said space of five years before mentioned, fail, desist, or omit for the space of three calendar months or more at one time well and effectually to work and carry on with four able miners, colliers, or workmen at the least one or more vein or veins, pit or pits, quarry or quarries, in or upon the said Premises, or some part thereof, in as full and ample manner as mines, pits, and quarries of the like nature and situation usually have been, or can, or may be worked and carried on (unless prevented by fire, foul air, overflowing of water, or the like obstructions, or by war, insurrections, combinations of miners or workmen, storms, or other unavoidable impediments), Then, and in either of the said cases, and thenceforth this present demise and grant and every matter and thing hereinbefore contained as to, for, and concerning such mines, pits, quarries, and works so discontinued or neglected to be effectually worked as aforesaid, And also as to all other like mines, pits, or quarries, which thenceforth might have been opened and wrought for the like ores, metals, or minerals, coal, spar, lime-stone, iron-stone, slate and other stone respectively, as in the same neglected or discontinued mines, pits, and quarries respectively had been sought for and produced, shall cease, determine, and be utterly void to all intents and purposes.

Provided also further, and these presents are upon condition nevertheless, that if it shall happen that the said respective rents or sums of 80s. and 20s., and the said other respective rents, sums, and duties hereby severally and respectively reserved, or any of them, or any part or parts thereof, shall not be duly accounted for, or shall be behind and unpaid for the space of sixty days next over or after any of the said days and times respectively whereon the same are reserved and made payable as aforesaid, or in case the said Thomas Johnes, his executors, administrators, or assigns shall not well, duly, and effectually observe, perform, and keep all and every the covenants, conditions, and agreements in these presents contained, and which on the part and behalf of the said Thomas Johnes, his executors, administrators, and assigns, or any of them, are or ought to be observed, performed, and kept, then and in either or any of the said cases and thenceforth this present demise and grant, and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also that in case this present demise and grant shall not within the space of six calendar months from the date hereof be inrolled in the Office of His Majesty's Auditor for the time being of the Premises hereby demised and entered in the Office of His Majesty's Surveyor General for the time being of the Land Revenue, then and in such case this present demise and grant shall thenceforth be utterly void and of no effect, anything herein contained to the contrary thereof in any wise notwithstanding.

Provided also further that in case all and every assignments and assignment which shall or may at any time or times hereafter be made of these presents, or of the premises hereby demised, or any part thereof, shall not in like manner within six calendar months from the respective dates thereof be inrolled in the Office of His Majesty's Auditor for the time being, and minutes or docquets thereof respectively entered in the Office of His Majesty's said Surveyor General for the time being, then and in every such case all and every assignments and assignment which shall be so omitted to be inrolled or docquetted shall be void and of no effect, anything herein contained to the contrary thereof in any wise notwithstanding.

IN WITNESS whereof to one part of these presents remaining with the said Thomas

Johnes, the King's Majesty hath commanded the Seal of his Exchequer to be put, and to a Counterpart thereof remaining in the Office of the Clerk of the Pipe, the said Thomas Johnes hath set his hand and seal the day and year first above written.

BY WARRANT from the Lords Commissioners of the Treasury.

BENTINOK.

Exd., JONN. KENDAL, Dep. Clk. of the Pipe.

Entered in my Office the twenty-ninth day of December, 1804.

JOHN FORDYCE,  
Surveyor Genl.

### ANNEX III.

#### GREAT FOREST OF BRECKNOCK.—THE AWARD.

The tenor of a copy of the Award, dated 10th June, in the 59th year of his late Majesty, King George III, and in the year 1819, as to the Inclosure of the Great Forest of Brecknock by the Commissioners, Henry de Bruyn and John Cheese, under the Acts Inclosing the said Forest.

BE IT REMEMBERED that Henry de Bruyn, of Southampton Street, in the County of Middlesex, surveyor, one of the Commissioners named in the award hereinafter enrolled, came in his proper person on May 17th, in the first year of the reign of his present Majesty King George the Fourth, before the Honourable Sir Robert Graham Knight, one of the Barons of this Exchequer, and acknowledged the following writing to be a copy of the Award of himself and of John Cheese, gentleman, the other Commissioner herein named, and prayed that the same might be Inrolled among the Remembrances of this Exchequer, and by command of the said Baron it is here Inrolled as follows :—

TO ALL TO WHOM THESE PRESENTS shall come and be shown, Henry de Bruyn, of Southampton Street, in the County of Middlesex, surveyor, and John Cheese, of Lyons Hall, in the County of Hereford, gentleman, send Greeting :—

WHEREAS by an Act of Parliament made and passed in this 55th year of the reign of his present Majesty, entitled, "An Act to amend an Act made in the 48th year of his present Majesty to improve the Land Revenues of the Crown so far as relates to the Great Forest of Brecknock in the County of Brecknock, and for vesting in his Majesty certain parts of the said Forest, and for inclosing the said Forest."

After stating and setting forth the provisions of an Act passed in the 48th year of the reign of his present Majesty, entitled "An Act to improve the Land Revenue of the Crown in England and also of his Majesty's Duchy of Lancaster," and also the provisions of another Act made and passed in the 50th year of the reign of his present Majesty, entitled "An Act for Uniting the Offices of Surveyor-General of the Land Revenue of the Crown and Surveyor-General of his Majesty's Woods, Forests, Parks, and Chases," and after reciting that the King's most excellent Majesty in right of his Crown was seized to himself, his heirs and successors, of the Great Forest of Brecknock in the County of Brecknock, which Forest was of considerable extent, and the waste lands within the same were computed to be upwards of forty thousand acres, subject nevertheless to such rights of common and other rights as the owners and proprietors of ancient tenements situate, lying, and being within the several Parishes, Townships, Hamlets, or places of Ystradvelte,

Ystradgunlais, Llangasty Talyllyn, Llandetty, Cantref, Garthbrenghy, Llandeuaelog Vach, Merthyr Cynog, Saint David's, Llanspythyd, Defynnock, Llywell, Saint John the Evangelist, Penderin, Llandilovan, Trallong, and Llanfihangel Nant Bran in the said County of Brecknock, or some of them, or the tenants and occupiers thereof for the time being were entitled to within, upon, and over the said Forest, and that the whole or a great part of the said Forest was alleged to be extra parochial, and that the King's most excellent Majesty in right of his crown was the owner or proprietor of all the tithes, both great and small, issuing, arising, due, and payable of, from, and out of the whole or so much of the said Forest as was extra-parochial, and that the several owners and proprietors of the tithes of the several parishes and places next adjoining the said Forest, or some of them, were, was, or claimed to be the owners or proprietors of the tithes, both great and small, issuing, arising, due, and payable from and out of so much and such part or parts of the said Forest as was or were Parochial. And further reciting that an Act was made and passed in the 41st year of the reign of his present Majesty, entitled "An Act for consolidating in one Act certain provisions usually in Acts of Inclosure, and for facilitating the mode of proving the several facts usually required on the passing of such Acts."

AND stating that no sale had then been made under the powers of the said Act of the 48th year of his Majesty, and that the said Forest in its then uncultivated state yielded but little profit, and was but of small value to his Majesty, and was not of such general benefit to the other persons interested therein as it would be if the open commonable lands within the said Forest were divided, and specific parts thereof allotted unto his Majesty and the several other persons interested therein, and that if such allotments were inclosed and the allotment to his Majesty was separated and set apart from the remainder of the said Forest, great benefit and advantages would accrue from such division and inclosure to his Majesty and to the public in general, as well as to the several persons having property and rights in and over the said Forest. It is enacted that the said Henry de Bruyn and John Cheese, and their successors to be nominated or appointed in the manner hereinafter mentioned should be and they were thereby appointed Commissioners for dividing, allotting and inclosing the said Forest and all the open commonable lands and grounds within the same, and for carrying into execution the several other purposes of the Act now in recital in such manner as was hereinafter provided or mentioned, and with such of the rules, orders, regulations, restrictions, and provisions contained in the said Act of the 41st year of the reign of his present Majesty as were not altered, varied, or otherwise provided for by the Act now in recital. And after enacting that no Commissioner should act in the execution of any of the powers by the said Act of the 41st year of the reign of his present Majesty or the Act now in recital granted (save and except the power of signing and giving notice of the first meeting of the said Commissioners) until he should have taken and subscribed the oath therein set forth in addition to the oath by the said Act of the 41st year of the reign of his present Majesty directed to be taken, such oath to be administered and inrolled in like manner as the oath by the said last mentioned Act prescribed to be taken by Commissioners for executing Acts of Inclosures was directed to be administered and inrolled.

AND, after providing for the appointment of an Umpire in case any difference should arise between the said Commissioners, touching or concerning any matter or thing to be done by them, by virtue or in execution of the said Act of the 41st year of the reign of his present Majesty or the Act now in recital. And after empowering the said Commissioners to appoint a clerk or clerks to assist them in the execution of the Act now in recital, and the said Act of the 41st year of the reign of his present Majesty, and after appointing Samuel Wharton of Gray's Inn, in the County of Middlesex, and David Davies of Llangattock Crickhowell, in the County of Brecon, land surveyors, as the surveyors for the purpose of viewing, surveying, and measuring the said Forest, and all the open and commonable lands and grounds within the same, and after directing such surveyors to make the necessary survey map and plan. It is also enacted that it should be lawful for any person or persons, having in his, her, or their custody, any actual surveys, maps or plans of any of the lands or grounds in respect whereof the owners or occupiers of the same were entitled to rights of common or other rights, to produce and deliver such surveys,

maps, and plans, to the said Commissioners at such time or times as they should appoint for that purpose, and the said Commissioners should thereupon enquire on the oath as well of the person or persons producing or delivering such surveys, maps, and plans respectively as of such other person or persons as they should think fit (which oath the said Commissioners were thereby authorised to administer) into the authenticity and accuracy of every such survey, map, or plan; and in all cases where the said Commissioners should be satisfied that such surveys, maps, or plans were authentic and had been accurately made, and would answer the purpose of a new survey (but not otherwise), they, the said Commissioners, should deliver the same over to the said surveyors, with directions to insert and copy the same into the surveys of the lands the owners and occupiers whereof were entitled to right of common or any other rights or interests, instead of making a new admeasurement and plan of the grounds so comprised and described in the maps and plans aforesaid. And it is thereby further enacted that the said Commissioners should, and they were thereby authorised and required before they proceeded to make any division or allotment directed by the Act now in recital, to set out and appoint any new and additional public roads or highways or any new tracks or ways for such public roads or highways in and over the said Forest, and to make such order or orders as to them shall seem proper in relation thereto, subject to the restrictions, provisions, and directions of the Act now in recital, and that the said Commissioners should or might turn or abate and stop up, or cause to be turned or abated and stopped up, any ancient carriage road or way, roads or ways, or any ancient footway or path, footways or paths in, through, upon, or over any of the lands and grounds within the said Forest where they should judge it requisite or expedient, and to make such order or orders as to them should seem proper for that purpose, subject nevertheless to the provisions, restrictions, and directions of the Act now in recital, and provided that no turnpike road should be altered or diverted without the consent of the Trustees having the care and management thereof, or any five or more of them at a public meeting of such Trustees to be convened by due notice, and held for that purpose, nor any public road or highway to be shut up or discontinued until the road or roads so marked out or intended to be and remain public highways should be set out and made according to the directions of the Act now in recital, and until the same should be properly formed and made convenient and safe for horses, cattle, and carriages, and after providing that private roads, ways, and footpaths which should be set out and appointed by the said Commissioners should be made and for ever maintained and kept in repair by such person or persons and in such manner as the said Commissioners should by their award or by any other writing under their hands order, direct, or appoint, and after directing the said Commissioners to set out allotments for the repair of roads for watering places for cattle and for public limestone quarries.

IT IS ALSO ENACTED that the said Commissioners should mark and set out such part and parts of the said lands and grounds thereby directed to be divided, allotted, and inclosed, as by the sale thereof would, in the judgment of the said Commissioners, raise a sufficient sum of money to defray and discharge all the costs, charges, and expenses incident to and attending the obtaining and passing the Act now in recital, and of preparing and enrolling the award or awards to be made by the said Commissioners, and of surveying, admeasuring, planning, valuing, dividing, and allotting the lands and grounds to be divided, allotted, and inclosed by virtue of the Act now in recital, and of surveying, admeasuring, and planning such other lands as should by virtue of the Act now in recital be surveyed, measured, and planned, and all the charges of the said Commissioners and Umpire the surveyors, assessors, clerks, assistants, and servants, and all the other necessary expenses of the several persons to be employed by the said Commissioners in and about the same, and all the expenses of forming, completing, and repairing the public carriage roads and highways to be set out by the said Commissioners as aforesaid, and all other expenses of carrying the Act now in recital into execution, and that it should be lawful for the said Commissioners, as soon after the passing of the Act now in recital as they should think proper, and so from time to time as often as they should think necessary to sell by public auction in the manner and subject to the directions and regulations and prescribed in and by the said Act of the 41st year of the reign of his present Majesty, unto any person

or persons who should be willing to become the purchaser or purchasers thereof, such part or parts of the said open and commonable lands and grounds thereby directed to be divided, allotted, and inclosed, as they should mark and set out and deem sufficient for the purposes aforesaid, and the purchase-money of the said lands so to be sold as aforesaid should be paid into the hands of the said Commissioners within such time and in such manner as the said Commissioners should appoint, and the receipt or receipts of the said Commissioners for such purchase-money should be a sufficient discharge to the purchaser or purchasers for the same.

AND immediately after payment of such purchase-money, and after such receipt or receipts should be given to such purchaser or purchasers, the allotments, pieces, or parcels of land so purchased by him, her, or them should by virtue of the Act now in recital become vested in him, her, or them, and in his, her, or their respective heirs or assigns in absolute fee simple, and should be inclosed and held in severalty by the purchaser or purchasers thereof respectively as his, or her, or their private and absolute property, and should be allotted accordingly by the said Commissioners, and the said purchase-money should be applied in defraying such costs, charges, and expenses as aforesaid. And it is hereby further enacted that in case such part or parts of the said open and commonable lands and grounds thereby directed to be sold as therein and hereinbefore mentioned, should be sold for more money than would be required to defray such costs, charges, and expenses as aforesaid, then and in such case such surplus money should be divided and apportioned between his Majesty and the several persons interested in the lands and grounds thereby directed to be divided, allotted and inclosed in such shares as should be in proportion to such their respective property, rights, and interests, and that the share of his Majesty should be paid to the Commissioners of his Majesty's Woods, Forests, and Land Revenues, and that the respective shares of such other persons as should be tenants in fee simple of their respective allotments should be paid to them respectively, and the shares of such other proprietors or persons of and in such surplus money should be applied and disposed of in manner directed by the said Act of the 41st year of the reign of his present Majesty, in cases where any money was to be paid for the purchase or exchange of any lands, tenements, or hereditaments, or of any timber or woods growing thereon, and which money ought to be laid out in the purchase of other lands, tenements, or hereditaments to be settled to the same use.

And in order to the making an adequate compensation for the great and small tithes arising and renewing within the said Forest to the several and respective persons entitled to such tithes. It is thereby further enacted that the said Commissioners should, and they were thereby directed and required in the next place to set out and allot unto and for the King's most excellent Majesty, his heirs and successors, for and in view of all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes arising, renewing, increasing, happening, or payable out of, from, or in respect of such part or parts of the open and commonable lands within the limits of the said Forest as then were or should be found to be extra parochial, such part and parcel of the said land or grounds thereby directed to be divided, allotted, and inclosed as in the judgment of the said Commissioners should be a full satisfaction and compensation for all such tithes, both great and small, and all moduses, compositions, and other payments in lieu thereof. And also to set out and allot unto or for the person or several persons, bodies Politic, Corporate, or Collegiate, who was, were, or should be entitled to tithes in kind in, over, or upon such part or parts of the said open and commonable lands as was or were locally situate within the bounds or limits of any parish or parishes if any part or parts of the said lands was or were so situate for and in lieu of all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes whatsoever arising, growing, renewing, increasing, happening, or payable within or from the said Forest, out of, or from, or for, or in respect of such last-mentioned lands, such parts and parcels of the said lands and grounds thereby directed to be divided, allotted, and inclosed as in the judgment of the said Commissioners should be a full satisfaction and compensation for all such last-mentioned tithes, moduses, compositions, and other payments in lieu of tithes. All which said tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes

should respectively cease and be for ever extinguished from and immediately after the making and setting out of such allotment or allotments in lieu thereof and notice given by the said Commissioners by writing under their hands to be affixed on the principal outer doors of the several Parish Churches adjoining the said Forest. That the said allotment or allotments might be forthwith entered upon respectively or from and after such other time as the said Commissioners should in and by such notice direct and appoint. And it is thereby further enacted that the said Commissioners should and they were thereby authorised and required by examination of witnesses on oath or otherwise (which oath they were thereby empowered to administer) to ascertain, settle, and determine to whom the said last-mentioned allotment or allotments should belong, and when they should have so ascertained the same they were thereby authorised and required to apportion and divide the same respectively between, unto, and amongst the person or several persons who should appear to them to be entitled thereto.

And it is therefore provided and further enacted that whatsoever allotment should be made to his Majesty in lieu of tithes of such of the said open and commonable lands as were or should be found to be extra parochial, should be immediately after the same be set out, become, and remain the exclusive property of his Majesty, his heirs and successors, and should be subject to the same rules and regulations in every respect as the allotment thereafter directed to be made and set out to his said Majesty was subject to.

And it is thereby further enacted that the said Commissioners should and they were thereby authorised and required after making and setting out the several allotments thereinbefore mentioned, to divide, set out, and allot one full moiety or half part of all the rest, residue, and remainder of the said Forest, due regard being had to the quality and situation thereof unto the King's most excellent Majesty, his heirs and successors, and which allotment, as soon as the same should be allotted and severed from the lands adjoining thereto, should come and remain the exclusive and absolute property of the King's Majesty, his heirs and successors, free, exonerated, and for ever discharged of and from all rights of common, common of pasture, turbary, and all other rights of what nature and kind soever.

AND it is thereby further enacted that the said Commissioners should and they were thereby required to set out such and so many private roads and ways as should be necessary for giving convenient access to such allotments as should be so as aforesaid made to or for his Majesty, his heirs and successors, and that they should prepare a separate award with a map or plan of such allotment annexed thereto, whereof there should be three originals, one to be inrolled in the Court of Exchequer at Westminster, another in the office of the Auditor of the Land Revenue, there to remain on record, and which should afterwards be filed and preserved among the muniments of the Office of His Majesty's Woods, Forests, and Land Revenues for the time being, and the said award or the inrolment thereof should or might be produced, read, and received in evidence on all occasions where any question, doubt, or controversy might arise relating to or affecting the rights and interests of his Majesty, his heirs and successors, in respect of any allotment to be vested in the King's Majesty, his heirs and successors, by virtue of the Act now in recital, and the third of the said Awards should be deposited with the Clerk of the Peace for the said County of Brecknock.

And it is thereby further enacted that the said Commissioners should and they were thereby required in the next place to set out and allot the residue of the lands thereby directed to be divided, allotted, and inclosed unto and amongst all and every the persons entitled to commonage in, over, or upon the same respectively, or any part or parts thereof respectively (other than and except the King's Majesty, his heirs and successors) in proportion to the real value of their several and respective messuages, cottages, lands, and tenements, in respect whereof they were entitled to such rights of common, and to the part or parts of the lands to be inclosed in, over, or upon which their respective rights of common should extend, due regard being had in settling the quantum of each allotment to the quality and situation of the land to be comprised therein, and should also set out and

award every person's allotment as near to his messuage or messuages, cottages, sites, lands, and tenements in respect whereof he was or should be entitled to right of common as convenient might be. And it is thereby provided and further enacted that all persons having or claiming any estate or interest in or upon the lands or grounds thereby directed to be divided, allotted, and inclosed should, by themselves or their agents, deliver their respective claims in writing to the said Commissioners at a meeting to be holden for that purpose in manner directed by the said Act of the 41st year of the reign of his present Majesty, and in the Act now in recital of which meeting 21 days notice in writing under the hands of the said Commissioners expressing the purpose of such meeting should be given in the manner thereinbefore directed. And it is thereby further enacted that all the claims of any right or rights of common upon the said open commonable grounds or waste lands, or any part or parts thereof, to be delivered to the said Commissioners in pursuance of the said Act of the 41st year of the reign of his present Majesty should (whether the same be formally objected to or not under the provisions of the same Act by any person or persons, or body Politic, Corporate, or Collegiate, interested or claiming to be interested in the premises) be investigated by the said Commissioners or the major part of them as soon as conveniently might be after delivery thereof.

Provided always that the said Commissioners should and they were required to give 14 days notice at the least of their meetings for such purpose by advertisement in the Cambrian newspaper, if then published, and if not, then in some other newspaper circulated in the said County of Brecknock. And the said Commissioners should with all convenient speed after such investigation of the said claims cause printed lists or schedules of the same, distinguishing thereon all such of the said claims to which they should have any objection, or to which objections should have been made by any other person in pursuance of the said Act to be lodged for the purpose of public inspection at such and so many convenient places as the said Commissioners should think proper, of which places public notice should be given by advertisement in the said Cambrian newspaper, if then published, and if not, then in some other newspaper circulated in the said County of Brecknock, and should also cause copies or extracts thereof, so far as should concern or relate to the respective claims to which objections should arise or be made to be left at the last or usual places of abode of the respective persons whose claims should be objected to, or of their stewards or agents, or any person or persons, body or bodies Politic, Corporate, or Collegiate, interested or claiming to be interested in the premises might offer objection to any claim contained in such schedule or list within three months next after the aforesaid publication thereof by delivering the particulars of such objections to the said Commissioners in writing in manner prescribed by the said recited Act, and no such objection should afterwards be received unless for some legal disability or special cause to be allowed by the said Commissioners, and it is thereby further enacted that in case any person or persons, body or bodies, Politic, Corporate, or Collegiate, interested or claiming to be interested in the said intended division and allotments should be dissatisfied with any determination of the said Commissioners or Umpire touching or concerning any claim or claims of the right to the soil of the said open commonable lands and grounds, or any part or parts thereof, or of any rights of common or other rights or interests whatsoever in, over, or upon the lands or grounds thereby directed to be divided, allotted, and inclosed, or any part or parts thereof, then and in every such case it should be lawful for the person or persons, body or bodies Politic, Corporate, or Collegiate, so dissatisfied to proceed to a trial at law of the matter so determined by the said Commissioners at the then next Great Session or at the Great Session following the then next to be holden for the County of Brecknock, or at the then next Assizes or at the Assizes following the then next to be holden for the County of Hereford, and for that purpose the person or persons, body or bodies Politic, Corporate, or Collegiate, who should be so dissatisfied with the determination of the said Commissioners or Umpire should cause an action to be brought upon a feigned issue against the person or persons in whose favour such determination should have been made, or against the said Commissioners if the subject of determination should be of such a nature as would affect the persons in general interested in the said open commonable lands and grounds within three calendar months next after such determination of the

said Commissioners or Umpire should have been notified in writing to the party or parties interested, and the defendant or defendants in such action or actions should, and he, she, or they was and were thereby required to name an attorney or attornies who should appear thereto and file common bail, and accept one or more issue or issues whereby such claim or claims and the right or rights thereby insisted on might be tried and determined, such issue or issues to be settled by the proper officer of the Court in which the said action or actions should be commenced in case the parties should differ about the same, and the verdict or verdicts which should be given in such action or actions should be binding, final, and conclusive upon all and every person and persons whatsoever, body and bodies Politic, Corporate, or Collegiate, unless the Court wherein such action or actions should be brought should set aside such verdict or verdicts and order a new trial to be had therein, which it should be lawful for the Court to do, as also to put off the trial of such issue if it should think fit, as is usual in other cases, and after such verdict or verdicts should be obtained, and not set aside by the Court, the said Commissioners should and they were thereby required to act in conformity thereto, and to allow or disallow the claim or claims thereby determined according to the event of such trial or trials, and in every case in which the said Commissioners should be defendants, the costs and charges payable by the said Commissioners, in such action or actions should be paid and discharged out of the monies to be raised by them for the purposes of the Act now in recital.

And it is thereby provided and enacted that the determination of the said Commissioners or umpire, touching such claim or claims of right to the soil of the said open and commonable lands and grounds, or of any rights of common, or rights or interests in, over, or upon the lands and grounds thereby directed to be divided, allotted, and inclosed, or any part thereof should (in case such determination should not be so objected to or being objected to, such action or actions at law should not be brought and proceeded in within the time and in manner thereinbefore for that purpose mentioned) be final and conclusive upon all and every person and persons, body and bodies, Politic, Corporate or Collegiate. And it is thereby provided and enacted that no such difference, dispute, or proceeding, as therein mentioned, touching the title to any lands, tenements, or hereditaments, should impede or delay the said Commissioners in the execution of the Act now in recital, or the said Act of the 41st year of the reign of his present Majesty, but that the division and inclosure thereby directed to be made, should be proceeded in notwithstanding any such difference, suit, or proceeding, and that the said Commissioners should, by proper marks and bounds, set out the lands and grounds which should be allotted in right or in lieu of such litigated property, so that the same might be distinguished from any other lands and grounds, and might be had and taken by the person or persons, body or bodies, Politic, Corporate or Collegiate, who upon the determination of such difference or suit should be entitled to the same.

And it is thereby further enacted that from and after the execution of the final award of the said Commissioners, all forestal rights and privileges whatsoever of the King's Majesty, his heirs and successors, and his or their lessee or lessees, grantee or grantees, and of all other persons whomsoever, within, upon, and over the said Forest, should cease, determine, and be for ever extinguished, and the whole of the said Forest should be disafforested to all intents and purposes whatsoever.

#### RECITAL OF THE 58TH OF GEO. III.

AND WHEREAS by another Act made and passed in the 58th year of the reign of his present Majesty, entitled "an Act for altering and amending an Act made in the 55th year of his present Majesty to amend an Act made in the 48th year of his present Majesty to improve the land revenues of the Crown so far as relates to the Great Forest of Brecknock, in the County of Brecknock, and for vesting in his Majesty certain parts of the said Forest." After taking notice of the said Act of the 55th year of the reign of his present Majesty, it is therein stated and set forth that the Commissioners appointed in and by the said last-mentioned Act had proceeded to put the same into execution, and great expenses

had thereby been incurred, and considerable parts of the said Forest had been sold by the said Commissioners to defray such expenses. And it is therein further stated that it appeared that the soil of so much of the said Forest, and the lands and grounds in the said recited Act mentioned, as would remain to be divided and allotted in severalty unto and amongst the persons entitled to rights of common in, over, and upon the said Forest, after making and setting out the other allotments in the said last-recited Act directed, was so poor and sterile that the same would not answer the expenses of inclosure and cultivation, and it was therefore expedient that so much of the said recited Act as directed that allotments should be made in lieu of tithes, and that the said Commissioners should allot the residue of the said Forest and other open and commonable lands (after setting out the King's allotment and such other allotments as thereinbefore mentioned) in severalty unto and amongst the several persons entitled to commonage in, over, or upon the same freed and discharged from tithes and rights of Common should be repealed, together with all powers and authorities given by the said last recited Act to the said Commissioners for that purpose.

And that the said Commissioners should be authorised and required to allet one moiety of the said Forest to the King's most excellent Majesty, his heirs and successors, and the other moiety thereof to and amongst the several persons entitled to rights of common, to be enjoyed by them in common as theretofore, or in such manner and under such rules and regulations as thereafter mentioned, but freed from all forestal rights.

It is enacted that so much of the said Act of the 55th year of the reign of his present Majesty as directed and empowered, the said Commissioners to turn or alter any streams, springs, or watercourses within the said Forest, and make and set out any allotment in lieu of tithes to any person or persons whatsoever, and to ascertain, settle, or determine to whom such Allotments should belong, and to set out and allot the residue of the lands and grounds by the said last recited Act directed, to be divided, allotted and inclosed unto and amongst all and every the persons entitled to commonage in, over, or upon the same respectively, or any part or parts thereof respectively in proportion to the real value of their several and respective messuages, cottages, lands, and tenements, in respect whereof they were entitled to such right of common, and to the part or parts of the lands to be inclosed in, over, and upon which their respective rights of common should extend, together with all powers and authorities given to the said Commissioners for that purpose, and all other powers and authorities given by the said recited Act to the said Commissioners for directing the fencing of allotments, and also so much of the same Act as directed that all tithes, both great and small, moduses, compositions, and other payments in lieu of tithes arising, renewing, and payable within the said Forest lands and grounds, and all rights of common, in, over, and upon the same should cease and be for ever extinguished, should be and the same was and were thereby repealed.

And it is thereby further enacted that the said Commissioners should be at liberty to receive, ascertain, and settle the claim or claims of any person or persons to a right of common in and upon the said Forest, who might have theretofore omitted to send in such claims, provided the same were sent in within two months after the passing of the Act now in recital, and provided all expenses attending the receiving, settling, and ascertaining such claims were paid, borne, and defrayed by the person or persons making the same. But the said Commissioners should not be at liberty to receive any claims whatsoever after the expiration of the said two months from the passing of the Act now in recital.

And it is thereby further enacted that the King's most excellent Majesty, his heirs and successors, should from thenceforth continue to take, demand, have, and receive all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes whatsoever arising, growing, renewing, and increasing, happening, or payable out, of, from, or in respect of such part or parts of the open and commonable lands within the limits of the said Forest as were extra parochial, and all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes whatsoever arising, growing, renewing, increasing, happening, or payable in, over, or upon such part or parts of the said

open and commonable lands as was or were locally situate within the bounds or limits of any parish or parishes, if any part or parts were so situate, should thenceforth be demanded, taken and payable by and to the person or persons, bodies Politic, Corporate, or Collegiate, who was, were, or should be entitled thereto in as full, ample, and beneficial, and in such and the same manner as if the said Act of the 55th year of the reign of his present Majesty had not been passed.

And it is thereby further stated that the said Commissioners had, under the authority of the said last-mentioned Act sold certain parts of the said lands and grounds within the said Forest for defraying the expenses of passing and carrying into execution the same Act, and the lands and grounds so sold had been purchased by the persons then holding the same as tithe free.

It is thereby therefore enacted that nothing in the Act now in recital contained should be construed or extend to subject any lands which had been so sold tithe free to the payment of tithes, but the same should continue free and exempt from tithe in such and the like manner as if the Act now in recital had not been passed, and that the said Commissioners should and they were thereby authorised and required to set out and allot unto or for the King's Majesty, his heirs or successors, or the person or persons, bodies Politic or Corporate or Collegiate, who would have been entitled to tithes in kind in, over, or upon the said lands and grounds so sold by the said Commissioners as tithe free, so much and such parcel of the said lands and grounds by the said Act of the 55th year of the reign of his present Majesty directed to be divided, allotted, and inclosed as should in the judgment of the said Commissioners be a full compensation and satisfaction for all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes arising, growing, renewing, increasing, happening, or payable out of, or from, or for, or in respect of all such lands and grounds which had been so sold tithe free as aforesaid

And it is thereby further enacted that the said Commissioners should mark and set out such part and parts of the said lands and grounds by the said Act of the 55th year of the reign of his present Majesty, directed to be divided, allotted, and inclosed as by the sale thereof would in the judgment of the said Commissioners raise a sufficient sum of money to defray and discharge all expenses incurred in the carrying into execution of the said last mentioned Act, and then outstanding and unpaid, and also all the costs, charges, and expenses incident to the carrying into execution of so much of the same Act as was not thereby repealed, and all such sales should be made either for the best price or prices which could or might be obtained by private contract or in the manner and under the directions and restrictions prescribed and directed by the said last mentioned Act with regard to lands and grounds thereby authorised and directed to be sold for the payment of expenses.

And it is thereby further enacted that all the costs, charges, and expenses incident to the obtaining and passing of the Act now in recital should be borne, paid, and defrayed by the Commissioners for the time being of his Majesty's Woods, Forests, and Land Revenues by and out of the monies to arise or be produced by the sale of the allotment thereby directed to be set out for his Majesty, his heirs or successors, or by and out of any of the Land Revenues of the Crown which should be under their care and management, and should not be otherwise appropriated.

And after stating and setting forth the powers vested in the said Commissioners by the said Act of the 55th year of the reign of his present Majesty for setting out and appointing new and additional roads or highways in and over the said Forest as herein-before recited, it is further enacted that it should and might be lawful to and for the said Commissioners, and they were thereby authorised and empowered, with the consent in writing of the owner or owners of the said inclosed lands, or of the person or persons beneficially interested therein, to set out and appoint any new or additional public roads or highways to and from any part of the said Forest over the inclosed lands belonging to any person or persons whomsoever unto and to communicate with or join the Turnpike Road leading from Brecon to Neath, provided no such highway or roads should

be set out and appointed without the consent in writing of the owner or owners of the said lands, or of the person or persons beneficially interested therein having been first had and obtained.

And it is thereby further enacted that after the said Commissioners should have appointed and set out such new and additional public roads and highways, or tracks or ways for such public roads or highways, in and over the said Forest as to them should seem proper in relation thereto, according to the directions of the said Act of the 55th year of the reign of his present Majesty, and should have made and set out the several allotments under the powers, authorities, and directions of the said last-mentioned Act for getting stone, gravel, or other materials for the formation and for the repairs from time to time for ever of the public and private roads and highways made or to be made within the limits of the said Forest, and for public limestone quarries for the purpose of getting limestone and other stones therefrom, with convenient roads to and from the same respectively, and after the making and setting out of the allotments by the Act now in recital directed to be made as a compensation and satisfaction for the tithes of the land which had been so sold tithe free as therein and hereinbefore mentioned, and the allotments of lands to be sold under the authority of the Act now in recital for payment of expenses the said Commissioners, should and they were thereby required to set out, divide, and allot one moiety or full half part of all the rest, residue, and remainder of the said Forest (due regard being had to the quality and situation thereof) unto the King's most excellent Majesty, his heirs and successors, and which said allotment as soon as the same should be allotted and severed from the lands adjoining thereto should become and remain the exclusive property of his Majesty, his heirs and successors, freed and exonerated and for ever discharged of and from all rights of common, common of pasture and turbary, and all other rights of what nature and kind soever. And it is thereby further enacted that the said Commissioners should and they were thereby required to set out such and so many private roads and ways as should be necessary for giving convenient access to such allotments as should be as aforesaid made to his Majesty, his heirs and successors. And it is thereby further enacted that when and so soon as the said Commissioners should have set out the allotment thereinbefore directed to be made and set out to his Majesty, his heirs and successors, they should prepare a separate award with a map or plan of such allotment annexed thereto, in manner therein particularly set forth.

And it is thereby further enacted that all the rest, residue, and remainder of the said lands and grounds by the said Act of the 55th year of the reign of his present Majesty directed to be divided, allotted, and inclosed, should be and remain open and uninclosed for the benefit of the several other owners or proprietors of ancient messuages, cottages, inclosed lands and grounds entitled to rights of common in, over, and upon the said lands and grounds according to their several and respective rights and interests therein, freed and discharged from all forestal rights and from all claims of his Majesty, his heirs and successors, and all persons lawfully claiming under him or them, save and except such rights and interests as were thereafter expressly excepted to his Majesty, his heirs and successors.

And it is by the Act now in recital further enacted that it should not be lawful for the said Commissioners to inquire into, settle, or ascertain any disputes between any adjoining parishes in which the said lands or grounds might be or be situate, or as to the boundary between any extra parochial place and any adjoining parish, anything in the said Act of the 55th year of the reign of his present Majesty or in the said Act of the 41st year of the same reign contained to the contrary notwithstanding.

And it is thereby further enacted that the said Commissioners appointed or to be appointed by or under the authority of the said Act of the 55th year of his present Majesty's reign should be Commissioners for putting into execution that Act as well as the Act now in recital, and all powers and authorities thereby given to the said Commissioners (save and except so far as the same was and were thereby repealed, varied, or altered) should be in full force and effect, and all such powers and authorities should be used and exercised by the said Commissioners in carrying the Act now in recital into execution as fully and effectually as if the same had been thereby repealed and re-enacted. And it is

thereby further enacted that the said Commissioners should, after having completed such allotments of the said Forest, draw up or cause to be drawn up their final award in the manner prescribed by the said Act of the 41st year of the reign of his present Majesty, and which should be made within twelve calendar months after the passing of the Act now in recital, and the same when inrolled in manner directed by the same Act of the 41st year of his Majesty's reign should be deposited and left with the Clerk of the Peace for the County of Brecknock, where the same should or might be inspected and perused at all seasonable times in the day time for ever thereafter by any person or persons whomsoever paying the sum of one shilling and no more to the said Clerk of the Peace or his deputy for every such inspection and perusal, and two copies of such award should be inrolled, one of them in the Court of Exchequer at Westminster, and the other of them in the office of the auditor of the Land Revenues, there to remain on record, and should afterwards be filed and preserved among the muniments of the office of the Commissioners of his Majesty's Woods, Forests, and Land Revenues, such award or the inrolment thereof to be produced and read in evidence on all occasions when any doubt or controversy might arise relating to or affecting the rights and interests of his Majesty, his heirs and successors, by virtue of the Act now in recital.

And it was thereby provided that the Act now in recital should not defeat or prejudice the right or interest of the King's most excellent Majesty, his heirs and successors, in or to any mines of coal, lead ores, or any other minerals whatsoever in or under the same Forest or any part thereof, but that his Majesty, his heirs and successors, and his or their lessees, grantees, agents, servants, or workmen might search for, dig, raise, and carry away all coal, lead, ore, metals, and all other minerals whatsoever, as if the Act now in recital had not been passed.

AND WHEREAS the said Commissioners having duly qualified themselves according to the directions of the said Act of the 55th year of the reign of his present Majesty proceeded to put the same into execution as hereinbefore set forth in the recital of the said Act of the 58th year of the reign of his present Majesty, and whereas in pursuance of the provisions of the said first mentioned Act various surveys, maps, and plans were produced and delivered to the said Commissioners by the owners of several messuages, lands, tenements, and hereditaments, in respect whereof rights of common were claimed upon the open and commonable lands of the said Forest. But the said Commissioners having found that such surveys, maps, and plans would not answer the purpose of a new survey, directed the said Samuel Wharton and David Davies (who had previously qualified themselves according to the directions of the said first-mentioned Act) to make and complete a certain survey, plan, and admeasurement, which has been since effected.

AND WHEREAS, during the execution of the powers and authorities vested in the said Commissioners by the said several Acts, various disputes and differences have arisen between them and certain persons who claimed different portions of the open land within the precincts of the said Forest. But all such disputes and differences have been adjusted and settled excepting one still pending and existing between them and Rice Powell of the City of Bath, clerk, and which would have been determined and settled at the last assizes held in and for the County of Hereford, if the Honourable Sir William Garrow, the judge presiding at Nisi Prius, had not postponed the trial of the cause till the next assizes. And whereas the said Commissioners having made provision for the result of the said cause as hereinafter mentioned, and having in every other respect performed and executed the several powers and authorities vested in them by the said several Acts, are now prepared to make their Award under the same.

#### AWARD OF PUBLIC ROADS AND DRIFTWAYS.

NOW THEREFORE THESE PRESENTS WITNESS, and the said Commissioners in pursuance of the powers and authorities given to and vested in them in and by the said several hereinbefore mentioned Acts and in obedience to the directions therein respectively contained, have set out and appointed and by these presents do set out and appoint as public carriage roads, highways and driftways in and over the said Great Forest of

Brecknock the several roads, highways, and driftways hereinafter particularly described, and which are numbered and marked in the map or plan of the said surveyors hereunto annexed as follows (that is to say) :

1. A public carriage road and highway of the breadth of 30 ft., called the Glyn Tawe and Brecknock Road, marked No. 1 in the said map or plan, commencing at a cottage at the north corner of Blaenbrynic Farm, and passing across the common in a southwardly direction till it unites with the Brecknock and Neath Turnpike Road near a spring in the parish of Defynnock called Fynon Ynis-y-gron.

2. Another public carriage road and highway, of the breadth of 30 ft., called the Neath and Defynnock Road, marked No. 2 on the said map or plan, branching out of the said Neath and Brecknock Turnpike Road, and passing across the said common in a northwardly direction until it enters an ancient lane or Parish road leading to Cefnlllyched.

3. Another public carriage road and highway, of the breadth of 30 ft., called the Glyn-tarrell and Cwm Camlais Road, marked No. 3 on the said map or plan, branching out of the said Glyntawe and Brecknock Road at or near the tenement called Tyr Ynis-y-gron, and passing across the said common in a northwardly direction to a brook called Camlais fach, at the east corner of a tenement called Tyr hafog.

4. Another public carriage road and highway, of the breadth of 30 ft., called Cwm-senny and Penpont Road, marked No. 4 on the said map or plan, branching out of the said Glyntawe and Brecknock Road at the south corner of the said tenement called Tyr hafog, and passing across the said common in an eastwardly direction to the Camlais fach Brook aforesaid.

5. Another public carriage road and highway, of the breadth of 30 ft., called the Defynnock and Cwm Camlais Road, marked No. 5 on the said map or plan, commencing at the head of an ancient lane or private road leading from the village of Defynnock to Blaen Camlais Mill, and passing across the said Common in a south-eastwardly direction until it enters another ancient lane leading to Blaen Camlais Mill aforesaid.

6. Another public carriage road and highway, of the breadth of 30 ft., called the Defynnock and Glyntarrell Road, and marked No. 6 on the said map or plan, commencing at the head of an ancient lane or private road leading from Cwm Senny to Glyntarrell aforesaid, and passing across the said common in a south-eastwardly direction until it enters the said Neath and Defynnock Road.

7. Another public carriage road and highway, of the breadth of 30 ft., called the Glyntawe and Brecknock Road, marked No. 7 on the said map or plan, commencing at a gate on the north-east corner of Mynydd fach, and passing across the common in a south-westerly direction till it unites with the Glyntawe Road in the old inclosures.

8. Another public carriage road and highway of the breadth of 30 ft., called the Defynnock and Cwmdy Road, marked No. 8 on the said map or plan, commencing at a gate in the north-west corner of Mynydd fach, and passing over the common in a south-eastwardly direction until it enters the Brecknock and Swansea Turnpike Road.

9. Another public road or driftway, of the breadth of 40 ft., marked No. 9 on the said map or plan, commencing at the Brecknock and Swansea Road, and passing along the ancient line called Rhiw Goch until it enters the Turnpike Road from Brecon to Merthyr.

10. Another public road or driftway, of the breadth of 40 ft., marked No. 10 on the said map or plan, called the Ystradfellte Road, commencing at the junction of the ancient roads of Twyn Gwenllian-ddu, and passing along Van Vrynich in a southern direction, until it joins the Tringarth Brook, following the course of the said brook until it enters the old inclosures in Ystradvelty.

13. Another public road or driftway, of the breadth of 40 ft., marked No. 13 on the said map or plan, commencing at a gate on the east side of the land sold to Mr. Jenkin Powell, and continuing in a westerly direction by the side of a pool of water, marked B, until it enters the old inclosures.

14. Another public road or driftway, of the breadth of 40 ft., marked No. 14 on the said map or plan, branching out of the last-mentioned road in a northwardly direction until it enters the old inclosures.

15. Another public carriage road and highway, of the breadth of 40 ft., marked No. 15 on the said map or plan, called the Old Roman Road, or Sarn Helen, commencing at its junction with the Ystradfellte Turnpike Road near Nant y Groes, and continuing in a south-westwardly direction until it enters the old inclosures near Blaen Neath.

16. Another public carriage road and highway, of the breadth of 40 ft., called the Old Roman Road, or Sarn Helen, marked No. 16 on the said map or plan, commencing at a gate on the east side of Dole y Bronydd, and continuing in a south-westwardly direction till it meets the old inclosures.

17. Another public road or driftway, of the breadth of 40 ft., marked No. 17 on the said map or plan, called Pontneddfechan Road, branching out of the said last-mentioned road, and taking a south-eastwardly direction until it enters the old road leading to Pontneddfechan.

18. Another public road or driftway, of the breadth of 40 ft., marked No. 18 on the said map or plan, commencing on the east side of the old inclosures belonging to Morgan Llewellyn, and continuing along the fence of the old inclosures until it joins the Roman or Sarn Helen Road aforesaid.

19. Another public road or driftway, of the breadth of 40 ft., marked No. 19 on the said map or plan, commencing at a gate called Clwyd Mawr and taking a southwardly direction along the east side of the old inclosures to Pentreporth and from thence in nearly the same direction until it unites with the road marked No. 21 on the said map or plan.

20. Another public road or driftway of the breadth of 40 ft., marked No. 20 on the said map or plan, branching out of the said last-mentioned road to a place called Twyn Nicholas, and continuing along the west side of the old inclosures until it is united with the road marked No. 21.

21. Another public road or driftway, of the breadth of 40 ft., marked No. 21 on the said map or plan, commencing at the termination of the last-mentioned road and taking a westwardly direction across Glas Vyuidd, until it meets the old inclosures, and from thence in a northwardly direction to the sheepfold, where it enters the old inclosures.

22. Another public road or driftway, of the breadth of 40 ft., marked No. 22 on the said map or plan, commencing at a place called Garnlaes and taking an eastwardly direction until it joins the old inclosures of John Watkins, and from thence in a southwardly direction up to Voel Mity.

23. Another public road or driftway, of the breadth of 40 ft., marked No. 23 on the said map or plan, branching out of the last-mentioned road at a place called Cwmhydderfechan, and taking a northwardly direction until it joins the old inclosures from thence along the boundary of the said inclosures, until it joins the lands now or late of the Reverend William Watkins, and from thence in a northwardly direction until it unites with the public road of Trecastle.

24. Another public road or driftway, of the breadth of 40 ft., marked No. 24 on the said map or plan, called the Tyle v Derry Road branching out of the Turnpike Road from Merthyr Tydvil to Brecon.

26. Another public carriage road or driftway of the breadth of 30 ft., marked No. 26 on the said map or plan, commencing at the private carriage road marked No. 25, and passing in a south and south-eastwardly direction until it enters the Sarn Helen or Roman Road aforesaid.

27. Another public carriage road or driftway of the breadth of 30 ft., marked No. 27 on the said map or plan, branching in a northern direction from the aforesaid Sarn Helen, or Roman Road, until it enters the lands awarded to the King's most excellent Majesty, his heirs and successors.

28. Another public road or driftway of the breadth of 30 ft., marked No. 28 on the said map or plan, branching out of the Roman or Sarn Helen aforesaid (marked No. 15 on the said map or plan), and continuing in a north-westwardly direction, until it enters the allotment of the said Forest awarded and set out to the King's most excellent Majesty, his heirs and successors.

29. Another public road or driftway of the breadth of 30 ft., marked No. 29 on the said map or plan, branching out of the last-mentioned road, marked No. 28, at a place called Nanty-goy, and continuing in a southwardly direction until it unites with the road marked No. 30 hereinafter next awarded.

30. Another public road or driftway of the breadth of 30 ft., marked No. 30 on the said map or plan, commencing at the termination of the last-mentioned road, and continuing in an eastwardly direction until it joins the old inclosures of David Powell, and continuing from thence in a northwardly direction until it unites with the Turnpike Road from Brecon to Neath.

31. Another public road or driftway of the breadth of 30 ft., marked No. 31 on the said map or plan, branching out of the Turnpike Road from Brecon to Neath, and continuing in a south-eastwardly direction until it unites with an ancient lane leading to Ystradfelte.

32. Another public road or driftway of the breadth of 30 ft., marked No. 32 on the said map or plan, branching out of the last-mentioned road marked No. 31, and continuing in a north-eastwardly direction until it enters the open and uninclosed lands of the said Forest.

33. Another public road or driftway of the breadth of 30 ft., marked No. 33 on the said map or plan, leading from Cray Valley to the Glyntawe and Trecastle Road.

34. Another public road or driftway of the breadth of 30 ft., marked No. 34 on the said map or plan, branching out of the hereinbefore-mentioned road or driftway (marked No. 30), and continuing along the old Inclosures in a southwardly direction until it unites with an ancient road or way leading to Ystradfelte.

35. Another public road or driftway of the breadth of 30 ft., marked No. 35 on the said map or plan, branching out of the hereinbefore-mentioned road or driftway marked No. 30, and continuing in a southwardly direction over the public limestone quarry marked No. 3, and continuing until it unites with an ancient way leading to Ystradfelte.

36. Another public road or driftway of the breadth of 30 ft., marked No. 36 on the said map or plan, commencing at a gate leading from the old inclosed lands belonging to the heirs of the late Walter Jeffreys, Esquire, and continuing in a south-westwardly direction along the said inclosures until it joins the old inclosed lands belonging to Walter Price, and from thence in a north-westwardly direction along the last-mentioned inclosures until it reaches other inclosed lands belonging to the heirs of the said Walter Jeffreys.

33a. Another public road or driftway of the breadth of 30 ft., marked No. 33a on the said map or plan, commencing from an ancient lane leading from Defynnock, at a place called Wain dwr, and continuing in a south-westwardly direction partly with the side of

the old inclosures, and partly across the tithe allotment at Wain dwr aforesaid, until it unites with an ancient way leading from Brecon to Glyntawe.

And which said public carriage road or highway, numbered or marked as No. 1, that part of the road marked No. 2, which extends from the watering place marked C on the said map or plan, to the ancient lane or Parish road leading to Cefn llyched, also the said public roads marked Nos. 7, 8, 15 and 16 on the said map or plan, We the said Commissioners have ordered and directed Thomas Maddocks of the Parish of Llangorse, in the County of Brecon, road maker, being the surveyor appointed by us for that purpose under the provisions of the said Act of the 41st year of the reign of his present Majesty forthwith to form, stone, and complete, and have also ordered and directed him to form the said other public roads or highways, numbered or marked as Nos. 3 and 5, and the remainder of the said public road or highway, numbered or marked as No. 2 on the map or plan. And which said other public roads or driftways, numbered or marked as Nos. 4, 6, 9, 10, 13, 14, 17, 18, 19, 20, 21, 22, 23, 23a, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 33a, on the said map or plan, We the said Commissioners do hereby order and direct for ever hereafter to be made use of as public tracks or driftways.

#### PRIVATE CARRIAGE ROADS.

And we the said Commissioners have set out and appointed, and by these presents do set out and appoint, as private carriage roads in and over the said Forest, the several roads next hereinafter described, and which are numbered or marked on the said map or plan as follows (that is to say):—

1a. A private carriage road marked No. 1a on the said map or plan, of the breadth of 20 ft., leading from a farm and lands belonging to Richard Price, and passing in a southwardly direction across the said common called Llosgoed, till it unites with the said Glyntawe and Brecknock public roads.

2a. Another private carriage road, marked No. 2a on the said map or plan, of the breadth of 20 ft., leading from a farm and lands belonging to the widow of the late Phillip Griffiths, gentleman, deceased, and passing across the said last-mentioned common in a southwardly direction till it unites with the said Neath and Defynnock public roads.

3a. Another private carriage road or driftway, of the breadth of 20 ft., leading from the Brecon and Neath Turnpike Road to the farms called Blaen Clyn and Rhiwgoch, marked No. 3a on the said map or plan.

4a. Another private carriage road or driftway of the breadth of 20 ft. marked No. 4a on the said map or plan, leading from the Glyntawe and Trecastle Road to a farm and lands belonging to John Powell, gentleman.

5a. Another private road or driftway of the breadth of 20 ft., marked No. 5a on the said map or plan, branching out of the road marked No. 13 on the said map or plan, and leading therefrom to farms and lands belonging to David Matthews and Lewis Powell.

25. Another private carriage road or driftway, of the breadth of 30 ft., leading from Ton-y-spuddadin Road to Mr. Walter Price's lands, marked No. 25 on the said map or plan, and which said private carriage road, marked No. 1a on the said map or plan, we hereby order and direct to be made by the said Richard Price, and that the same shall for ever hereafter be maintained and kept in repair by him or his heirs or assigns, and which said other private carriage road marked No. 2a on the said map or plan, we hereby order and direct to be made, and for ever hereafter maintained and kept in repair by the owner or owners for the time being of a messuage, farm, and lands called Wyllan-Naboth situate in the parish of Defynnock aforesaid. And which said other private carriage road, marked No. 3a on the said map or plan, we hereby order and direct to be made, and for ever hereafter maintained and kept in repair by the owner or owners for the time being of the said messuages, farms, and lands called Blaen Clyn and Rhiwgoch. And

which said other private carriage road, marked No. 4a on the said map or plan, we do hereby order and direct to be made, and for ever hereafter maintained and kept in repair by the owner or owners for the time being of a messuage farm and lands callen Blaen rhyddnant, situate in the parish of Defynnock aforesaid. And which said other private carriage road, marked No. 5a, we hereby order and direct to be made, and for ever hereafter maintained and kept in repair by the said David Matthews and Lewis Powell, or the owner or owners for the time being of their respective messuages or farms. And which said other private carriage road, marked No. 25 on the said map or plan, we hereby order and direct to be made, and for ever hereafter maintained and kept in repair by the owner or owners for the time being of a messuage, farm, and lands called Ton y spuddadin, in the parish of Ystradgynlais aforesaid.

## LIMESTONE QUARRIES.

AND we, the said Commissioners, do hereby set out and allot the parts of the said Forest hereinafter particularly mentioned and described, as and for public limestone quarries, which are for ever hereafter to be used in common as well by the proprietor or proprietors or the occupier or occupiers for the time being of the allotment or allotments hereinafter awarded and set out to his Majesty, his heirs and successors, as also by the proprietors or occupiers for the time being of the respective messuages, lands, tenements, and hereditaments in respect to which rights of common on the said Forest have been established and allowed as hereinafter set forth for their respective necessary uses within the said Forest, or in or upon the estates, in virtue whereof they are entitled to rights of common, and for the repairs of the public and private roads within the said Forest. And we do hereby further award and appoint the several parts or portions of land hereinafter described unto the surveyor or surveyors for the time being of the roads within the said district, in trust for the purposes aforesaid (that is to say):

1. A certain piece or parcel of limestone on the said Forest (marked No. 1 upon the said map or plan) containing by admeasurement 6A. 1R. 14P. (a little more or less), situate near Blaen Hepste, bounded on the north and east parts thereof by the open lands of the said Forest, on the south by old inclosures belonging to John Walter, and on the west part thereof by the open lands of the said Forest.

2. Another piece or parcel of limestone quarry on the said Forest, marked No. 2 upon the said map or plan, containing by admeasurement 10A. 1R. 22P. (a little more or less), situate near Wain Cefn Garreg, bounded on the north and east parts by the open lands of the said Forest, and on the south and west parts thereof by old inclosures belonging to Mrs. Gwynne and Miss Hughes.

3. Another piece or parcel of limestone quarry marked No. 3 upon the said map or plan, containing by admeasurement 58A. 1R. 2P. (be the same more or less), situate on that part of the Forest called Carn y Gwynnion, bounded on the north by a public road or driftway, marked No. 30 on the said map or plan, on the east by an allotment hereinafter awarded in lieu of tithes, and marked B2 on the same map or plan, on the south by lands sold to John Parton, Esquire, and William Rowland Alder, Esquire, and on the west by old inclosures now or lately belonging to the heirs of the late Walter Jeffreys, Esquire, and which said last-mentioned piece or parcel of limestone quarry is so awarded and allotted by us, subject to the public road and driftway marked No. 35 on the said map or plan.

4. Another piece or parcel of limestone quarry on the said Forest, marked No. 4 upon the said map or plan, containing by admeasurement 11A. 1R. 17P. (a little more or less), situate near Blaen Neath Farm, bounded on the north part thereof by the open lands of the said Forest, on the east by a track or road adjoining old inclosures belonging to the heirs of the late Walter Jeffreys, Esquire, on the south by an ancient track or highway on the said Forest, and on the west part thereof by lands sold to John Parton, Esq., and Archibald Christie, Esq., and by part of the lands hereinafter awarded to the King's most

excellent Majesty, his heirs and successors, subject to a right of way or passage for ever hereafter to and from the said lands so sold to the said John Parton and Archibald Christie.

5. Another piece or parcel of limestone quarry on the said Forest, marked No. 5 on the said map or plan, containing by admeasurement 40A. 3R. 21P. (a little more or less), situate near Penwylt, bounded on the north, east, and south parts thereof by the lands awarded to the King's most excellent Majesty, his heirs and successors, and on the west part thereof by old inclosures belonging to Walter Morgan.

6. Another piece or parcel of limestone quarry on the said Forest, marked No. 6 on the said map or plan, containing by admeasurement 5A. 1R. 13P. (a little more or less), situate to the southward of Haffes River, bounded on the north part thereof by the open lands of the said Forest, on the east and south parts thereof by old inclosures belonging to John Howell, and on the west part thereof by the open lands of the said Forest.

7. Another piece or parcel of limestone quarry on the said Forest, marked No. 7 on the said map or plan, containing by admeasurement 7A. 2R. 21P. (a little more or less), situate near Pentre Cribbarth Farm, bounded on the north by lands sold and hereinafter awarded to William Powell, gentleman, on the east and south by old inclosures belonging to William Gwyn, Esquire, and on the west part thereof by the open lands of the said Forest.

8. Another piece or parcel of limestone quarry on the said Forest marked No. 8 on said map or plan, containing by admeasurement 2A. 2R. 20P. (a little more or less), situate on the western side of the Cribbarth Rock, bounded on the north part thereof by the open lands of the said Forest, on the east and south by lands belonging to William Gwyn, Esquire, and on the west part thereof by the open lands of the said Forest.

9. Another piece or parcel of Quarry land, marked No. 9 on the said map or plan, situate on the Llosgoed, containing by admeasurement 1 A. 2 R. 5 P. or thereabouts (be the same more or less) bounded on the south-west side thereof by the public carriage road marked No. 2 on the said map or plan, and on all other parts and sides thereof by land sold and hereinafter allotted to William Rowland Alder, Esquire.

10. And also another piece or parcel of Quarry land, marked No. 10 on the said map or plan, and situate on the Van Vrynich, and containing by admeasurement 2 R. 16 P. or thereabouts (be the same more or less), bounded on the north-west side thereof by the Turnpike Road leading from Brecon to Neath, and on all other parts and sides thereof by lands sold and hereinafter allotted to William Rowland Alder.

#### WATERING PLACES FOR CATTLE.

And we the said Commissioners do hereby set out and allot the parts of the said Forest hereinafter mentioned and described, as and for public watering places for cattle and beasts, which are for ever hereafter to remain for the common use and benefit, as well as of the proprietor or proprietors, or the occupier or occupiers for the time being, of the allotment or allotments hereinafter awarded and set out to his Majesty, his heirs and successors, as also of the proprietors or occupiers for the time being of the respective messuages, lands, tenements, and hereditaments, in respect to which rights of common on the said Forest have been established and allowed as hereinafter set forth (that is to say) :

C. A piece or parcel of land, covered with water, on the said Forest, marked C upon the said map or plan, situate upon the Llosgoed, at the junction of the road leading from Glyntawe to Brecknock, and the road leading from Neath to Defynnock.

A and B. Also two pieces or parcels of land, covered with water, on the said Forest, marked A and B upon the said map or plan, situate upon that part of the said Forest called Waun Hepste, sold to Jenkin Powell, gentleman.

ALLOTMENT IN LIEU OF TITHES OF LANDS SOLD PREVIOUS TO THE PASSING OF THE  
ACT OF THE 58TH GEORGE III.

AND we, the said Commissioners, have set out and allotted the several pieces or parcels of land next hereinafter described, for and in lieu of all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes, arising, renewing, increasing, happening, or payable for or in respect of the several pieces or parcels of land which we have set out and allotted and sold in order to defray the expenses of obtaining and passing the said Act of the 58th year of his present Majesty's reign, and of carrying the same into execution, and which last-mentioned pieces or parcels of land were sold by us tithe-free prior to the passing of the said Act of the 58th year of the reign of his present Majesty.

And we do, therefore, hereby award and allot unto the person or persons entitled to the tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes, arising, renewing, increasing, happening, or payable for or in respect of the several pieces or parcels of land so sold as aforesaid the several pieces of land hereinafter described (that is to say) :—

**TITHE ALLOTMENT A. 167A.**—All that allotment, piece, or parcel of land commonly called and known by the name of Wain Dwr, containing 167 A. or thereabouts (be the same more or less) bounded on the North-west by part of the open lands of the Forest allotted to the King's most excellent Majesty, lands belonging to John Powell, and by a public road or way leading from the Glyntawe and Brecknock Roads to the village of Defynnock, on the east by the old inclosed lands now or lately belonging to John Powell, gentleman, and John Llewellyn, and on the south by a public road or way leading from Glyntawe to Brecon, and which said last-mentioned allotment, piece, or parcel of land is so awarded and allotted by us, subject to the public road or driftway marked No. 33a on the said map or plan. And we, the said Commissioners, do hereby order and direct that the fences on the south and south-west sides of the said allotment, piece, or parcel of land, are to be made and for ever maintained and kept in repair by the person or persons entitled to the same allotment, piece, or parcel of land.

**B2, 43A.**—And also all that other allotment, piece, or parcel of land commonly called and known by the name of Carne Gwynnion, containing by admeasurement 43 A. or thereabouts (be the same more or less), bounded on the north by the public road or driftway, marked No. 30 on the said map or plan, on the east by old inclosed land now or lately belonging to David Powell, on the south by old inclosed lands now or lately belonging to the heirs-at-laws of the late Walter Jeffreys, Esquire, deceased, and on the west by the public limestone quarry marked No. 3 on the same map or plan, and which said last-mentioned allotment, piece, or parcel of land is so allotted and awarded by us subject to the public road or driftway marked No. 34 on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fences on the north and west sides of the said allotment, piece, or parcel of land are to be made and for ever hereafter maintained and kept in repair by the person or persons for the time being entitled to the same allotment.

**C3. 82A.**—And also all that other allotment, piece, or parcel of land, containing by admeasurement 82 A. or thereabouts (be the same more or less), bounded on the north by land sold to the said William Rowland Alder, on the east by old inclosed lands now or lately belonging to William Morgan and to Rice Powell, clerk, on the south by that part of the open lands of the said Forest awarded and allotted to the King's most excellent Majesty, and on the west by the public road leading from Trecastle to Glyntawe, and which said last-mentioned allotment is so awarded and allotted by us subject to the public and private roads marked Nos. 4a and 36 on the said map or plan. And we, the said Commissioners, do hereby order and direct that the fences on the south and west sides of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the person or persons for the time being entitled to such allotment.

## AWARD OF SALE ALLOTMENTS. TITHE FREE.

AND we, the said Commissioners, in further pursuance of the authorities vested in us by the said recited acts, and in obedience thereto, having marked and set out for sale the several pieces or parcels of land hereinafter described, and having sold them to the several persons next hereinafter named previous to the passing of the said recited Act of the 58th year of his present Majesty.

Do hereby award and allot the same several pieces or parcels of land unto such respective persons in fee simple in severalty, and as their respective private and absolute properties in manner hereinafter mentioned (that is to say) :—

TO JOHN PARTON, Esq., 434 A.—We do hereby award and allot unto and for John Parton, of Charlotte Street, in the Parish of St. George's, Bloomsbury, in the County of Middlesex, Esquire, his heirs and assigns for ever, all that allotment, piece, or parcel of land being part of Doley Bronydd, bounded on the north by the old Roman Road, on the west by lands of Morgan Llewellyn and Walter Jones, and on the other parts by lands belonging to Miss Bassett, and other lands of the said Forest sold to William Vaughan of Llanelay, in the County of Glamorgan, Esquire, containing by admeasurement 434 A. or thereabouts (be the same more or less), and which said piece or parcel of land is more particularly delineated and described in the said map or plan hereunto annexed, and is by us hereby awarded and allotted to the said John Parton, his heirs and assigns, subject to the public driftways hereinbefore described and awarded, being Nos. 17 and 18 on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fences on the north, north-east and east sides of the said allotment are to be made and for ever hereafter maintained and kept in repair by the said John Parton, his heirs and assigns.

II. TO JOHN POWELL, Esq., 233 A. 3 R. 6 P.—AND we, the said Commissioners, do hereby further award and allot unto John Powell, of the town of Brecon, in the County of Brecon, Esquire, his heirs and assigns, all that allotment, piece, or parcel of land, bounded on the north by lands sold to William Rowland Alder, Esquire, on the east by lands belonging to the said John Powell and the Reverend Thomas Morgan, on the south by other lands sold to the said John Powell, and on the west by the public driftway from Brecon to Ystradfeltey, marked No. 10 on the said map or plan, and which said last-mentioned allotment, piece, or parcel of land contains by admeasurement 233 A. 3 R. 6 P. or thereabouts (be the same more or less), and is more particularly delineated and described on the said map or plan hereunto annexed, and is by us awarded and allotted to the said John Powell, his heirs and assigns, subject to the public driftway hereinbefore described and awarded, being No. 9 on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fences on the south and west sides of the said last-mentioned allotment be made and for ever hereafter maintained and kept in repair by the said John Powell, his heirs and assigns.

III. TO JENKIN POWELL, GENTLEMAN, 146A. 1R. 25P.—AND we, the said Commissioners, do hereby award and allot unto Jenkin Powell, of Goytre, in the parish of Ystradfeltey, in the County of Brecon, gentleman, his heirs and assigns, all that other allotment, piece, or parcel of land, bounded on the north by lands belonging to Mrs. Maddocks and Miss Hughes, on the east by lands belonging to Penry Williams, Esquire, on the south by lands belonging to Lewis Powell, gentleman, and on the west by lands belonging to Morgan Morgan and David Matthews, gentlemen, and which said last-mentioned allotment, piece, or parcel of land contains by admeasurement 146A. 1R. 25P. (be the same more or less) and is more particularly delineated and described on the said map or plan hereunto annexed, and is by us awarded and allotted to the said Jenkin Powell, his heirs and assigns, subject to the public driftways, marked Nos. 13 and 14, and the private road or driftway marked No. 5a on the said map or plan, and also subject to the public uses and enjoyment for ever hereafter of the public watering places marked A and B on the same map or plan. And we, the said Commissioners, do hereby award,

order, and direct that the fences on the north side of the said allotment are to be made and for ever hereafter maintained and kept in repair by the said Jenkin Powell, his heirs and assigns.

IV. To WILLIAM ROWLAND ALDER, Esq., 3,988 A. 2 R. 30 P.—AND we, the said Commissioners, do hereby also award and allot unto and for William Rowland Alder, of Hornclyff House, in the County of Durham, Esquire, his heirs and assigns, all that allotment, piece, or parcel of land commonly called and known by the name of Mynidd Vach, bounded on the north by lands now or lately belonging to Howell Havard, William Jeffreys, and the said Mrs. Maddocks and Miss Hughes respectively, on the east by lands now or lately belonging to Charles Claude Clifton, Esquire, on the south by the Turnpike Road from Brecon to Swansea, and on the west by lands now or lately belonging to John William David Jenkins and Abraham Jenkins respectively.

Also all that other allotment, piece, or parcel of land commonly called and known by the name of Llosgoed, bounded on the north by lands now or lately belonging to David Davies, Ann Griffiths and John Longfellow respectively, and the Camlais fach Brook, on the east by the said Camlais fach Brook, by lands now or lately belonging to Sir Charles Morgan, Baronet, and by the said Turnpike Road from Brecon to Swansea, on the south by lands now or lately belonging to the said Charles Claude Clifton, and on the west by lands now or lately belonging to the said Thomas Morgan, clerk, and Richard Price, gentleman, respectively.

Also all that other allotment, piece, or parcel of land commonly called and known by the name of Van Vrynich, bounded on the north by lands now or lately belonging to Penry Williams, Esquire, John Rees, and the said Sir Charles Morgan respectively, On the east by lands now or lately belonging to the said Penry Williams and John Powell, and by part of the lands hereinbefore allotted to the said John Powell, On the south by the Camlais Brook, and on the west by lands now or lately belonging to David Morgan, gentleman, Howell Havard, and the said Mrs. Maddocks and Miss Hughes respectively, and the said Turnpike Road from Brecon to Swansea.

Also all that other allotment, piece, or parcel of land commonly called and known by the name of the Gyrn Hill, bounded on the north and north-west by the lands now or lately belonging to the said Penry Williams and John Griffiths, clerk, on the east by the Paddage Brook and by the boundary between the open lands of the said Forest and the open lands within the lordship of Brecknock, and on all other parts and sides thereof by the Turnpike Road leading from Brecon to Merthyr Tidvil.

And also all that other allotment, piece, or parcel of land commonly called and known by the name of Glas Vynidd, bounded on the north by lands now or lately belonging to John Watkins, Thomas Phillips, Jeunett Powell, Watkin Lloyd, Owen Watkins, the heirs of the late Walter Jeffreys, Esquire, deceased, Thomas Thomas, David Williams, and others, Thomas Bold, Esquire, and the most noble John Jeffreys Pratt, Marquis Camden, respectively, on the east and south-east by lands now or lately belonging to William Gwyn, Esquire, James Powell, David Lewis, Thomas Thomas, David Price, Morgan Powell, James Powell, Thomas Morgan, Rice Powell, clerk, and John Powell respectively, and the allotment hereinafter described in lieu of tithes, on the south by other open lands of the said Forest, and on the west partly by the Cwm Yravon Brook and partly by the Nantyrerydd Brook, and which said five last allotments contain together by admeasurement 3988A. 2R. 30P. (be the same more or less), and are more particularly delineated and described on the said map or plan hereunto annexed, and are by us allotted and awarded to the said William Rowland Alder, subject to the public carriage roads or highways marked No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, and No. 8 on the said map or plan, and also to the public driftways No. 24, No. 9, No. 19, No. 20, No. 21, and No. 22 on the same map or plan.

And we, the said Commissioners, do hereby award, order, and direct that so much of the said allotment called the Llosgoed as is bounded by the said Camlais fach Brook, shall

be fenced, and that such fence shall for ever hereafter be kept in repair by the said William Rowland Alder, his heirs and assigns, and also that the fence between the lands hereinbefore awarded to the said John Powell, and the said allotment called the Van Vryunich, as well as the fence between the said last mentioned allotment and the Cwmdu Brook shall also be made and for ever hereafter maintained and kept in repair by the said William Rowland Alder, his heirs and assigns, and also that the fence between the said allotment called the Gyrn Hill and the open lands within the lordship of Brecknock, as well as that between the said Gyrn Hill and the said Turnpike Road leading from Brecon to Merthyr Tydfil shall also be made and for ever hereafter maintained and kept in repair by the said William Rowland Alder, his heirs and assigns, and also that the fences on the south and west sides of the said allotment called Glasvynidd shall also be made and for ever hereafter maintained and kept in repair by the said William Rowland Alder, his heirs and assigns.

V. TO MRS. MADDOCKS AND MISS HUGHES, 102A. 2R. 30P.—AND we, the said Commissioners, do further award and allot unto Anna Maria Hughes, of Tregunter, in the County of Brecon, spinster, and Eliza Ann Maddocks, of the same place, the wife of William Alexander Maddocks, Esquire, their heirs and assigns, as tenants in common and not as joint tenants, all that allotment, piece, or parcel of land, containing by admeasurement 102A. 2R. 30P. (be the same more or less), bounded on the north by the open lands of the said Forest, on the east by the inclosed lands of Penry Williams, Esquire, and John Walter, gentleman, respectively, on the south by lands hereinbefore awarded to Jenkin Powell, gentleman, and on the west by lands belonging to the said Anna Maria Hughes and Eliza Ann Maddocks.

AND we, the said Commissioners, do hereby award, order, and direct that the fence on the north side of the said last-mentioned allotment is to be made and for ever hereafter maintained and kept in repair by the said Anna Maria Hughes and Eliza Ann Maddocks, their heirs and assigns; AND WHICH said several allotments, pieces, or parcels of land so awarded to the said John Parton, John Powell, Jenkin Powell, William Rowland Alder, and Anna Maria Hughes and Elizabeth Maddocks, are for ever hereafter to be held freed and discharged of and from all tithes, both great and small, and all moduses, compositions, and other payments in lieu of tithes for or in respect of the same several allotments, pieces, or parcels of land respectively.

VI. TO JOHN PARTON, ESQ., 2A. 1R. 30P.—AND we, the said Commissioners, do hereby award and allot unto and for the said John Parton, his heirs and assigns, all that allotment, piece, or parcel of land, containing by admeasurement 2A. 1R. 30P. (be the same more or less), bounded on the north side thereof by the lands hereinbefore awarded as and for a public limestone quarry, marked No. 3 on the said map or plan, on the east by an ancient track or driftway, leading from the village of Ystradfelte to the said limestone quarry, on the south by lands hereinafter allotted to the said William Rowland Alder, and on the west side thereof by the said public limestone quarry, marked No. 3. And we, the said Commissioners, do hereby award, order, and direct that the fences on the north, east, and west sides of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said John Parton, his heirs and assigns.

VII. TO JOHN PARTON, ESQ., 2A.—AND we, the said Commissioners, do hereby award and allot unto and for the said John Parton, his heirs and assigns, all that other allotment, piece, or parcel of land, containing by admeasurement 2A. (be the same more or less), bounded on the north side thereof by the open lands of the said Forest, on the east by lands hereinbefore awarded as and for a public limestone quarry, marked No. 4 on the said map or plan, on the south by lands sold to the said Archibald Christie hereinafter described, on the west side thereof by the lands of the said Forest awarded to the King's most excellent Majesty, his heirs and successors. And, we, the said Commissioners, do hereby award, order, and direct that the fences on the north and west sides of the last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said John Parton, his heirs and assigns.

VIII. To JOHN PARTON, Esq., 32A. 3R. 8P.—AND we, the said Commissioners, do hereby award and allot unto and for the said John Parton, his heirs and assigns, all that other allotment, piece, or parcel of land, containing by admeasurement 32A. 3R. 8P. (be the same more or less), bounded on the north side thereof by the old Roman Road, on the east side by lands sold to William Vaughan, Esquire, hereinafter described, and by old inclosures belonging to Elinor and Joan Bassett, spinsters, on the south by lands sold to the said John Parton hereinbefore described, and on the west side thereof by a public driftway, marked No. 17 on the said map or plan. And we, the said Commissioners, do hereby award, order and direct that the fences on the north, east, and west sides of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said John Parton, his heirs and assigns.

IX. To ARCHIBALD CHRISTIE, Esq., 2A.—AND we, the said Commissioners, do hereby award and allot unto and for Archibald Christie, of Harp Lane, Tower Street, in the City of London, Esquire, his heirs and assigns, all that allotment, piece, or parcel of land, containing by admeasurement 2A. (be the same more or less), bounded on the north side thereof by lands hereinbefore allotted unto the said John Parton, on the east by the lands hereinbefore awarded as and for a public limestone quarry, marked No. 4 on the said map or plan, and on the south and west sides thereof by the lands of the said Forest awarded to the King's most excellent Majesty, his heirs and successors. And we, the said Commissioners, do hereby award, order, and direct that the fences on the north, south, and west sides of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said Archibald Christie, his heirs, and assigns.

X. To ARCHIBALD CHRISTIE, Esq., 985 A. 1 R. 2 P.—AND we, the said Commissioners, do hereby award and allot unto and for the said Archibald Christie, his heirs and assigns, all that other allotment, piece, or parcel of land containing by admeasurement 985A. 1R. 2P. (be the same more or less), bounded on the north side thereof by the King's allotment, on the east by old enclosures belonging to the Overseers of the Poor of the Parish of Ystradfelty and the lands of David Jones, on the south by the Sarn Helen Road and the lands of Morgan Llewellyn, and on the west side thereof by lands belonging to Walter Price, Esq., and the brook called Cwmillech pella, and which said piece or parcel of land is by us hereby allotted and awarded to the said Archibald Christie, his heirs and assigns, subject to the public driftways over the same numbered 26 and 27 on the said map or plan, and to the private driftway marked No. 25 on the aforesaid map or plan hereinbefore awarded. And we, the said Commissioners, do hereby award, order, and direct that the fences of the said last mentioned allotment on the north and so much of the south side thereof as abuts on the Sarn Helen Road, and on the west side thereof as abuts on the Cwmillech pella Brook, are to be made and for ever hereafter maintained and kept in repair by the said Archibald Christie, his heirs and assigns.

XI. To ARCHIBALD CHRISTIE, Esq., 567 A. 2 R. 1 P.—AND we, the said Commissioners, do award and allot unto and for the said Archibald Christie, his heirs and assigns all that allotment, piece, or parcel of land commonly called and known by the several names of Godre van Neath and Carne Gwynnion, containing by admeasurement 567A. 2R. 1P. (be the same more or less), bounded on the north by the King's allotment, on the east partly by the said Turnpike Road from Brecon to Neath, and partly by the old enclosed lands now or lately belonging to Sir Charles Morgan, Baronet, to the heirs-at-law of Walter Jeffreys, Esquire, deceased, and to David Powell, gentleman; on the south, partly by an allotment hereinbefore made in lieu of tithes and marked B 2 on the said map or plan, and partly by another allotment hereinbefore made for a limestone quarry, and marked No. 3 on the said map or plan; and on the west by old enclosed lands now or lately belonging to the said Sir Charles Morgan, to the said heirs-at-law of the said Walter Jeffreys and to Llewellyn Powell, gentleman.

XII. To ARCHIBALD CHRISTIE, Esq., 226 A. 3 R. 20 P.—ALSO all that allotment, piece, or parcel of land commonly called and known by the name of Godre van Llia,

containing by admeasurement 226 A. 3 R. 20 P. (be the same more or less), bounded on the north partly by the open lands of the said Van Llia, and partly by a brook called Nanty Groes; on the east by old inclosed lands now or lately belonging to Morgan Morgan, gentleman; on the south by old inclosed lands now or lately belonging to the said Sir Charles Morgan; on the west, partly by old inclosed lands now or lately belonging to him, and to the said heirs-at-law of the said Walter Jeffreys, Esquire, and partly by the aforesaid Turnpike Road from Brecon to Neath.

XIII. To ARCHIBALD CHRISTIE, Esq., 5 A.—ALSO all that other allotment, piece, or parcel of land containing by admeasurement 5 A. (be the same more or less), bounded on the north by the King's allotment, on the east by the old inclosures now or lately belonging to the Churchwardens and Overseers of the poor of the parish of Ystradfelte aforesaid, on the south by lands hereinbefore awarded and allotted to the said Archibald Christie, and on the west side thereof by the King's allotment. And which three last-mentioned allotments, pieces, or parcels of land are so awarded and allotted by us to the said Archibald Christie, his heirs and assigns, subject to the public roads or driftways marked Nos. 28, 29, 30, 31, and 32, on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fences on the north side of the said two allotments called by the several names of Godre van Neath, Carneguinnion, and Godre van Llia, and also the north and west fences of the said last-mentioned allotment of five acres are to be made and for ever hereafter maintained and kept in repair by the said Archibald Christie, his heirs and assigns.

XIV. To WILLIAM VAUGHAN, Esq., 138A. 2R. 20P.—AND we, the said Commissioners, do hereby award and allot unto and for William Vaughan, of Llanelay, in the county of Glamorgan, Esquire, his heirs and assigns, all that allotment, piece, or parcel of land containing by admeasurement 138A. 2R. 20P. (be the same more or less), bounded on the north side thereof by the Sarn Helen Road, on the east by lands now or lately belonging to the heirs of the said Walter Jeffreys, on the south by lands belonging to the said Elinor and Joan Bassett, and on the west side thereof by lands hereinbefore allotted and awarded to John Parton, Esquire, and by lands belonging to the said Elinor and Joan Bassett, and which said piece or parcel of land is by us hereby allotted and awarded to the said William Vaughan, his heirs and assigns, subject to the public driftways over the same, marked No. 18 upon the surveyor's map or plan hereunto annexed. And we, the said Commissioners, do hereby award, order, and direct that the fences on the north side of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said William Vaughan, his heirs and assigns.

XV. To JOHN POWELL, Esq., 55 A. 2 R. 11 P.—AND we, the said Commissioners, do hereby award and allot unto and for the said John Powell, his heirs and assigns all that allotment, piece, or parcel of land containing by admeasurement 55A. 2R. 11P. (be the same more or less), bounded on the north by lands hereinbefore allotted and awarded to the said John Powell, and on the east, south, and west sides thereof by the open lands of the said Forest, and which said piece or parcel of land is by us hereby allotted and awarded to the said John Powell, his heirs and assigns, subject to the public road or driftway over the same marked No. 9 on the said map or plan. And we do hereby award, order, and direct that all the fences about the last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said John Powell, his heirs and assigns.

XVI. To WALTER POWELL, Esq., 198 A.—AND we, the said Commissioners, do hereby further award and allot unto and for Walter Powell, of the town of Brecon, in the county of Brecon, Esquire, and to his heirs and assigns, all that allotment, piece, or parcel of land, containing by admeasurement 198 A. or thereabouts (be the same more or less), bounded on the north by the open lands of the said Forest, on the east partly by the open lands of the said Forest, and partly by the Nant du Vach and the Llia Brooks, and the Turnpike Road from Brecon to Neath, and on the south partly by the Nant twle Brook and the King's allotment, which said allotment is so awarded and allotted by us to the said Walter Powell, subject to the public road called the Roman or Sarn Helen Road over the same. And we

the said Commissioners, do hereby award, order, and direct that all the fences round the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said Walter Powell, his heirs and assigns.

XVII. To WILLIAM POWELL, GENTLEMAN, 61 A.—AND we, the said Commissioners, do hereby award and allot unto and for William Powell, of the town of Neath, in the County of Glamorgan, gentleman, his heirs and assigns, all that limestone rock called Graig y nos, and also all that piece or parcel of land thereunto adjoining, which said limestone rock and piece or parcel of land are bounded on the north and north-east by the enclosed lands of the said William Powell, called Pentre Crybarth, on the south partly by the public limestone quarry marked No. 7 on the said map or plan, and partly by the open lands of the said Forest, and on the north-west by the Cwm ffos y Cair Brook, and contain together 61 A. (be the same more or less), and which said allotment is so awarded and allotted by us unto the said William Powell, subject to the public roads (if any) over the same. And we hereby award, order, and direct that all the fences round the said limestone rock, and the said piece or parcel of land are to be made and for ever hereafter maintained and kept in repair by the said William Powell, his heirs and assigns.

XVIII. To ROBERT WILLIAMS, ESQ., 2 A. 0 R. 2 P.—AND we, the said Commissioners, do hereby award and allot unto and for Robert Williams, of the town of Monmouth, in the County of Monmouth, Esquire, and his heirs and assigns, all that allotment, piece, or parcel of land situate on Mynidd Iltid, bounded on the north by the old road leading from Neath to Brecon, on the east by lands hereinafter awarded to Penry Williams, Esquire, on the south by old enclosures belonging to the said Robert Williams, and on the west by a road from Bryn y Bolgod farmhouse to Mynidd Iltid, and which said piece or parcel of land contains by admeasurement 2 A. 0 R. 2 P. (be the same more or less), and we hereby award, order, and direct that the fences on the west and north sides thereof are to be made and for ever hereafter maintained and kept in repair by the said Robert Williams, his heirs and assigns.

XIX. To PENRY WILLIAMS, ESQ., 4 A. 1 R. 28 P.—AND we, the said Commissioners, do hereby award and allot unto and for Penry Williams of Penpont, in the County of Brecon, Esquire, and his heirs and assigns, all that allotment, piece, or parcel of land, situate in Mynidd Iltid aforesaid, bounded on the north by the before-mentioned old road on the east, by the road leading from Gwyllim Llwyd farmhouse, on the south by old inclosures belonging to the said Penry Williams, and on the west by the said piece of land last hereinbefore awarded to the said Robert Williams, and which said piece or parcel of land contains by admeasurement 4 A. 1 R. 28 P. or thereabouts (be the same more or less). And we hereby award, order and direct that the fences on the north, east, and west sides thereof are to be made and for ever hereafter maintained and kept in repair by the said Penry Williams, his heirs and assigns.

XX. To THOMAS BOLD, ESQ., 3 A. 0 R. 7 P.—AND we, the said Commissioners, do hereby award and allot unto and for the said Thomas Bold of the town of Brecon, in the County of Brecon, Esquire, his heirs and assigns, all that allotment piece, or parcel of land situate on the Mynidd Iltid aforesaid, bounded on the north by the before-mentioned old road leading from Neath to Brecon, on the east and south by old enclosed lands, now or lately belonging to Margaret Price, widow, and on the west by the said road leading to Gwyllim Llwyd farmhouse, and which said piece or parcel of land contains by admeasurement 3 A. 0 R. 7 P. or thereabouts (be the same more or less), and is awarded and allotted by us subject to a private road marked No. 5 on the said map or plan. And we do hereby award, order, and direct that the fences on the north, partly on the east and on the west sides thereof, are to be made and for ever hereafter maintained and kept in repair by the said Thomas Bold, his heirs and assigns.

XXI. To WILLIAM ROWLAND ALDER, ESQ., 147 A. 3 R. 6 P.—AND we, the said Commissioners, do hereby award and allot unto and for the said William Rowland Alder, his heirs and assigns, all that allotment, piece, or parcel of land containing by admeasurement 147 A. 3 R. 6 P. (be the same more or less), bounded on the north partly by the public lime-

stone quarry marked No. 3 on the said map or plan, and partly by land sold and herein-before allotted to the said John Parton, on the east by old inclosed lands now or lately belonging to the said heirs-at-law of the late Walter Jeffreys and David Powell, on the south by other inclosed lands now or lately belonging to Walter Jones, and on the west by other inclosed lands now or lately belonging to the said heirs-at-law of the said Walter Jeffreys and Walter Price, gentleman, and which said last-mentioned allotment, piece, or parcel of land is so awarded or allotted by us to the said William Rowland Alder, his heirs and assigns, subject to the public roads marked Nos. 35 and 36 on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fence on the north side of the said allotment is to be made and for ever hereafter maintained and kept in repair by the said William Rowland Alder, his heirs and assigns.

XXII. WILLIAM ROWLAND ALDER, Esq., 126 A. 0 R. 21 P.—ALSO all that other allotment, piece, or parcel of land commonly called and known by the name of Cwmdu Rock, and containing by admeasurement 126 A. 0 R. 21 P. (be the same more or less), bounded on the north by Cwmdu brook, on the east and south by the open lands of the said Forest, and on the west by old inclosed lands belonging to David Morgan, and which said allotment, piece, or parcel of land is by us hereby allotted and awarded to the said William Rowland Alder, his heirs and assigns, subject to the road leading out of the Brecon and Neath Turnpike Road to Blaenseuny. And we, the said Commissioners, do hereby award, order, and direct that the fences on the east, south, and south-west sides of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said William Rowland Alder, his heirs and assigns.

XXIII. TO WILLIAM ROWLAND ALDER, Esq., 31A. 3R. 1P.—ALSO all that other allotment, piece, or parcel of land situate on Glasfynidd (and formerly claimed by John Powell, gentleman), containing by admeasurement 31A. 3R. 1P. (be the same more or less), bounded on the north and west by lands sold to the said William Rowland Alder, and on the east and south by old inclosed lands belonging to the said John Powell, and which said allotment, piece, or parcel of land is by us hereby allotted and awarded to the said William Rowland Alder, his heirs and assigns, subject to the private carriage road or driftway marked No. 4 on the said map or plan.

XXIV. TO WILLIAM ROWLAND ALDER, Esq., 10A.—ALSO, all that other allotment, piece, or parcel of land, containing by admeasurement 10A. (be the same more or less), bounded on the north by old inclosures belonging to John Watkins, on the east partly by the Cwyn Yrwm Brook and partly by the Nantyrerydd Brook, and on the south and west by the open lands of the said Forest, and which said allotment, piece, or parcel of land is by us hereby allotted and awarded to the said William Rowland Alder, his heirs and assigns, subject to the public carriage road or driftway over the same, marked No. 22 on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fences on the south and west sides of the said last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said William Rowland Alder, his heirs and assigns.

XXV. TO DAVID MORGAN, GENTLEMAN, 17A.—AND we, the said Commissioners, do hereby award and allot unto David Morgan, of Blaensenny, in the parish of Defynnock, in the said County of Brecon, gentleman, and to his heirs and assigns, all that allotment, piece, or parcel of land, containing by admeasurement 17A. or thereabouts (be the same more or less), bounded on the north by old inclosed lands now or lately belonging to the said David Morgan, on the east by the Turnpike Road leading from Brecon to Neath, on the south by land next hereinafter awarded and allotted to Thomas Powell, gentleman, and on the west by old inclosed lands now or lately belonging to the said Thomas Powell. And we, the said Commissioners, do hereby award, order, and direct that the fence on the south side of the last-mentioned allotment is to be made and for ever hereafter maintained and kept in repair by the said David Morgan, his heirs and assigns.

XXVI. TO THOMAS POWELL, 17A. 0R. 3P.—AND we, the said Commissioners, do hereby award and allot to Thomas Powell, of Maescar, in the Parish of Defynnock afore-

said, gentleman, and to his heirs and assigns, all that allotment, piece, or parcel of land containing by admeasurement 17A. 0R. 3P. (be the same more or less), bounded on the north by the allotment last hereinbefore awarded to the said David Morgan, on the east by the said Turnpike Road leading from Brecon to Neath, on the south by a brook called Nant yr Ystwyth, and on the west by old inclosed lands now or lately belonging to the said Thomas Powell. And we, the said Commissioners, do hereby award, order, and direct that the fence on the south side of the said last-mentioned allotment is to be made and for ever hereafter maintained and kept in repair by the said Thomas Powell, his heirs and assigns.

XXVII. To JENKIN THOMAS WATKINS, 25A. 2R.—AND we, the said Commissioners, do further award and allot unto Jenkin Thomas Watkins, of the parish of Defynnock, in the county of Brecon, gentleman, his heirs and assigns, all that allotment, piece, or parcel of land, containing by admeasurement 25A. 2R. (be the same more or less), bounded on the north by old inclosed lands belonging to Jennett Powell, on the east by old inclosed lands belonging to the said Jenkin Thomas Watkins, on the south by old inclosed lands belonging to the said Jenkin Thomas Watkins and Jenkin Williams respectively, and on the west by that part of the open lands of the said Forest, called Voel darw, next herein-after awarded, and which said last-mentioned allotment, piece, or parcel of land is by us hereby allotted and awarded to the said Jenkin Thomas Watkins, his heirs and assigns, subject to the public road or driftway over the same, marked No. 23 on the said map or plan. And we, the said Commissioners, do hereby award, order, and direct that the fences on the west side of the last-mentioned allotment are to be made and for ever hereafter maintained and kept in repair by the said Jenkin Thomas Watkins, his heirs and assigns.

And we, the said Commissioners, do hereby order and direct that all roads, tracks, and ways, in, over, and upon the several pieces or parcels of land hereinbefore awarded, allotted other than and exclusive of those road tracks and ways hereinbefore set out and appointed, shall from henceforth be stopped up and discontinued.

AND whereas the said allotments, pieces, or parcels of land lastly hereby allotted by us and so sold as aforesaid, have produced by the sale thereof the sum of £15,039 5s., which together with certain monies received by us of different persons for investigating their claims and otherwise, amounts to the sum of £15,074 13s. 2d. And whereas the sum of £13,447 0s. 4d. being part thereof has been paid and applied by us in defraying and discharging the costs, charges, and expenses incident to and attending the obtaining and passing the said Act of the fifty-fifth year of the reign of his present Majesty, and of carrying the same as well as the said Acts of the forty-first and fifty-eighth years of his present Majesty into execution, as far as we have been enabled up to the day of the date of this our award. And whereas there is now remaining in our hands the sum of £1,627 12s. 10d., being the surplus of the said sum of £15,074 13s. 2d., and which is retained by us with a view to provide for the discharge of such costs and charges as may become payable by us on account of the said suit so pending between us and the said Rice Powell as aforesaid, or any other costs or charges which are now due, or which we may be hereafter put unto in making roads or otherwise in the execution of the said Acts; but as such costs and charges cannot be at present ascertained, and the sum remaining in our hands may not be sufficient to defray the same, we have deemed it expedient to allot and set out another piece or parcel of the said waste lands to be sold, in case the fund remaining in our hands shall prove insufficient to defray all such costs and charges as may eventually become payable by us as such Commissioners, or raisable for the purpose of the said Acts.

Now, therefore, we do hereby award, set out, and allot all that piece or parcel of land containing by admeasurement 540A. (be the same more or less), bounded on the north by inclosed lands now or lately belonging to Thomas Powell, Clerk, Owen Evans, Jennett Powell, and Sir George Griffith Williams, and others; on the east by the public road or driftway marked No. 23 on the said map or plan; on the south, partly by one of the allotments left for commonage, and partly by a brook called Nanthir; and on the north

by the river Usk. And which said last-mentioned allotment, piece, or parcel of land is so awarded, set out, and allotted by us, subject to the public road or driftway marked No. 23, for the ends, interests, and purposes hereinafter expressed (that is to say).

That in case the sum still remaining in our hands shall be insufficient to pay and discharge the costs and charges which may hereinafter become payable by us in consequence of the said suit or raisable for any of the purposes of the said recited Acts, then that the same may be sold according to the provisions of the said recited Act of the 58th year of the reign of his present Majesty to raise such sum or sums of money as shall so become payable by us over and above the said sum of £1,627 12s. 10d.; and until such sale shall take place, or until we, the said commissioners, shall have signified by a notice under our hands, to be published in the *Cambrian Journal*, or some other newspaper circulated in the County of Brecon, that such sale will not be resorted to, we hereby order and direct that the said allotment, piece, or parcel of land shall remain open and uninclosed, and be used and enjoyed in common in the same manner, to all intents and purposes, as such piece or parcel of land was used and enjoyed previous to the passing of the said Act of the 55th year of the reign of his present Majesty; but in case the sum remaining in our hands as aforesaid shall be sufficient to defray all such costs and charges as aforesaid, then we hereby award, allot, and set out all that one moiety, half-part, or share of the said last-mentioned allotment, piece, or parcel of land which is marked on the said map or plan A A, unto and for the King's most excellent Majesty, his heirs and successors, under the same orders, provisions, directions and restrictions as are ordered, provided, and directed in respect to the other lands awarded to the King's most excellent Majesty, his heirs and successors. And we hereby in such case award, allot, and set out the other or remaining moiety, half-part, or share of the same allotment, piece, or parcel of land, and which is marked B B on said map or plan, to be kept and continued open and uninclosed for the benefit of the several owners or proprietors of lands whose names are contained and set forth in the Schedule hereinafter written, and their respective heirs and assigns, in the same manner, and to all intents and purposes, as we shall hereinafter order and direct in respect to the other pieces or parcels of land which are hereinafter awarded, allotted, ordered, and directed to be and remain open and uninclosed for their benefit.

#### DESCRIPTION OF THE KING'S ALLOTMENT, 13,860 A.

AND whereas we, the said Commissioners, have set out and allotted, and by our other award bearing even date with these presents, have awarded unto the King's most excellent Majesty, his heirs and successors, in full of one moiety or half-part of the residue of the said Forest, the allotment, piece, or parcel of ground next hereinafter described (that is to say):

All that piece or parcel of land containing by admeasurement 13,860 A. (be the same more or less), bounded on the north partly by the allotment hereinbefore awarded, and set out in lieu of tithes marked C 3 upon the said map or plan, in other parts by the Ddiwynidd Brook, the old inclosures now or lately belonging to Rice Powell, clerk, Llewellyn Powell, David Morgan, Lewis Powell, John Llewellyn, Esquire; Penry Williams, Esquire, and William Hopkins respectively, Cnewer Brook, the Treweren Brook, and on the remaining parts of the north by the allotments awarded and set out to the owners or proprietors of ancient messuages, cottages, enclosed lands, and grounds whose rights of common in and over the said Forest have been established, and by lands sold to Walter Powell, Esquire; on the east by the Turnpike Road from Brecon to Neath by lands sold to Archibald Christie, Esquire, by the old inclosures now or lately belonging to Llewellyn Powell and the heirs of the late Walter Jeffreys respectively, the public limestone quarry marked No. 4 on the said map or plan, lands sold to John Parton, Esquire, other lands sold to the said Archibald Christie, and by the old inclosed lands now or lately belonging to Walter Price of Glynlech and the said Llewellyn Powell, and on the west by the old inclosed lands now or lately belonging to William Gwyn, Esquire, the said Walter Price, Jane Powell, and Watkin Morgan respectively, the public limestone quarry marked No. 5 on the said map or plan, lands now or lately belonging to William Powell

John Llewellyn, Esquire, and Jenkin Thomas Watkins respectively, and by the public-road leading from Trecastle to Glyntawe.

And whereas we the said Commissioners have comprised in the allotment so made as aforesaid to the King's most excellent Majesty, his heirs and successors, all that piece or parcel of land called Wain liky, being part or parcel of a track of land called Kefn Cil, containing by admeasurement 240 acres or thereabouts (be the same more or less), bounded on the north by the Ddiwinidd Brook, on the east by a farm and lands belonging to the said Rice Powell called Cwm Ddiwinidd, on the south by the Paddest Brook, and on the west by part of the lands awarded by us to the King's most excellent Majesty, his heirs and successors.

#### CONDITIONAL ALLOTMENT.

AND whereas the suit so commenced by the said Rice Powell against us the said Commissioners concerning the title to the last-mentioned piece or parcel of land being still pending and undetermined, and it being expedient that an equivalent to one moiety of the said piece or parcel of lands (quality and situation being considered) should be awarded and allotted to the King's most excellent Majesty, his heirs and successors, out of the allotment hereinafter awarded and allotted by us for the benefit of the persons whose rights of common upon the said Forest have been established as hereinafter mentioned, in the event of the said piece or parcel of land called Wain liky being decided upon the trial of the said cause to be the property of the said Rice Powell, We the said Commissioners have by our said award, bearing even date with these presents, awarded and allotted unto the King's most excellent Majesty, his heirs and successors, All that allotment, piece, or parcel of land containing by admeasurement 140 A. or thereabouts (be the same more or less) marked CC on the said map, bounded on the north by the open lands of the said Forest and lands belonging to Rees Howell, on the south by lands awarded and allotted to William Powell, and the open lands of the said Forest, and on the west by the open and commonable lands in the lordship of Garth, and which said last-mentioned piece or parcel of land is so awarded and allotted by us subject to the ancient tracks and driftways over the same, which said last-mentioned allotment, piece, or parcel of land shall, in the event aforesaid, become and remain the exclusive property of the King's most excellent Majesty, his heirs and successors, freed, exonerated, and for ever discharged of and from all rights of common, common of pasture and turbary, and all other rights of what nature and kind soever; but in case the verdict in the said cause shall determine the said piece or parcel of land called Wain liky to be a part of the said Forest and not the private property of the said Rice Powell, then and in that case we hereby award and allot the said piece or parcel of land last hereinbefore described as part of the residue of the said Forest next hereinafter described.

#### SCHEDULE OF PROVED CLAIMS OF COMMON.

And we the said Commissioners, having received the respective claims in writing of the several persons who claimed any estate or interest in or upon the lands and grounds by the said Act of the 55th year of the reign of his present Majesty directed to be divided, allotted, and inclosed; and having in pursuance of the provisions and directions of the same Act and of the said other Act of the 58th year of the reign of his present Majesty examined into and investigated such respective claims, and having after such examination and investigation caused printed lists or schedules of the same, and also copies and extracts thereof to be lodged, published, and delivered in the manner prescribed by such Acts, do hereby award and determine that the several persons whose names are set forth in the Schedule hereinafter contained and hereunto annexed are entitled to have and exercise, and for ever hereafter may have and exercise, rights of common (in the manner to be stinted and directed by the said John Cheese, according to the provisions of the said Act of the 58th year of the reign of his present Majesty) upon the several pieces or parcels of land next hereinafter described (being the residue of the said Forest), for and in respect of their several messuages, lands, tenements, and hereditaments mentioned and described opposite their several names in the same schedule.

## RESIDUE FOR COMMONAGE. 17,106 A.

And we the said Commissioners having so set out and allotted the several other allotments of the said open and uninclosed lands of the said Forest according to the several Acts of the 55th and 58th years of the reign of his present Majesty, and having in pursuance of the same Acts made and executed the said Award, bearing even date with these presents of one full moiety or half-part of the residue of the open and uninclosed lands of the said Forest unto the King's most excellent Majesty, his heirs and successors,

Do hereby award and allot all that rest, residue, and remainder of the said open and uninclosed lands of the said Forest, containing by admeasurement 17,106A. (be the same more or less), and which are particularly delineated and described on the map or plan hereunto annexed, to be and remain open and uninclosed for the benefit of the several persons whose names are set forth in the said Schedule hereinafter contained or hereunto annexed, and their respective heirs and assigns for ever, freed and discharged from all forestal rights, and from all claims of His Majesty, his heirs, and successors, and all persons lawfully claiming under him or them (save and except such rights and interests as are expressly excepted and reserved to his said Majesty, his heirs and successors in and by the said Act of the 58th year of the reign of his present Majesty).

## GRASS ON QUARRY ALLOTMENTS.

And we, the said Commissioners, do hereby award and allot the grass and herbage growing and arising, and which shall or may hereafter grow or arise upon the said several pieces or parcels of land hereinbefore awarded and appointed for limestone quarries, and for the repairs of roads as aforesaid, to be for ever hereafter used and enjoyed in common, as well by the proprietor or proprietors or the occupier or occupiers for the time being of the allotment or allotments so awarded and set out to his Majesty, his heirs and successors, as also by the proprietors or occupiers for the time being of the respective messuages, lands, tenements, and hereditaments in respect to which rights of common on the said Forest have been established and allowed as aforesaid.

And we, the said Commissioners, do hereby award and direct that those fences of the several allotments hereinbefore set out, and which we have herein directed to be made, shall be made and completed by the several persons hereinbefore directed to make the same, on or upon the tenth day of June, which will be in the year of our Lord one thousand eight hundred and twenty-one.

IN WITNESS whereof we, the said Commissioners, have hereunto set our hands and seals the tenth day of June, in the year of our Lord one thousand eight hundred and nineteen.

HENRY DE BRUYN.



JOHN CHEESE.



Signed, sealed, and delivered, being first duly stamped in presence of

THOMAS BOLD.

JNO. JONES.

## Schedule of the Allowed Claims.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
1. Bold, Thomas, Esq., Brecon ...	Tyr yr Allt (Pen yr Allt), ... Llywell Parish	Mrs. Jeffreys, Trecastle.
2. Do.	... Gelly-glyd do. ...	Do.
3. Do.	... Ashgrove, excepting the Wood- lands, Llanspythid Parish	Miss Williams, Penpont.
4. Bowen, Watkin, Llywell ...	Nantlyth and Bedwhinon, ... Llywell Parish	(Not known.)
5. Bodfield, Thomas, Esq., Hop- ton Court, near Bendley	... Ystradfawr, in Ystradgynlais ... Parish	Ystradgynlais and Swan- sea Colliery Co.
6. Bassett, Joan, Spr. ...	... Tyr Clwyn llafrud do. ...	J. Edwards Vaughan, Rheola, Neath.
7. Bassett, Elinor, Spr., and Vaughan, William, Esq., Lanelay, Glamorganshire	... Tyr gwern y gilfach do. ...	Do.
8. Do.	... Tyr Bryn Cil, Ystradfellte ... Parish	David Vaughan, Aberllia.
9. Do.	... Allty Bronwydd, otherwise ... Tyr Mawr, Ystradfellte Parish	John Jenkins, Tyr Mawr.
10. Do.	... Tyr Kenol y Brouwydd, do. ...	Miss Claudia Griffiths, Dylais fach, Neath.
11. Do.	... Nant hir, otherwise Nant ... llecha, Ystradfellte Parish	David Vaughan, Aberllia.
12. Do.	... Tyr Gorse Wen do. ...	Do.
13. Do.	... Tyr Aberllia do. ...	Do.
14. Bevan, John, Gentleman, Neath	... Wern Gunlais fach, Ystrad- gynlais Parish	Howell Gwyn Jeffreys, 11, Vicarage Gate, W., London.
15. Clifton, Charles Claude, Esq., Brecon	... Blaenbrynich, Defynnock ... Parish	Miss Maskelyne, Glan- wysk, Sennybridge.
16. Church, Samuel, Esq., do.	... Frwdgrech, St. David's Parish ...	David Evans, Ffrwdgrech, Beacon.
17. Camden, Marquis, Priory	... Pont Gwilym, St. John's ... Parish	Marquess Camden, Bay- ham Abbey, Kent.
18. Do.	... The Inn at Trecastle, with ... lands at Trecastle, Lly- well Parish	Do.
19. Do.	... Bronydd do. ...	Do.
20. Do.	... Peny-fay (Pen vay), do. ...	Do.
21. Do.	... Craig coch do. ...	Do.
22. Do.	... Wern Vawr do. ...	Do.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
23. Camden, Marquis, Priory	... Aber - cray and Cefn - cray, ... Llywell Parish	Marquess Camden (Cefn Cray belongs to Miss Morgan).
24. Do.	... Peny wingon and Twyn ceilog, Llywell Parish	Marquess Camden, Bay- ham Abbey, Kent.
25. Do.	... Tyr y Rigson do. ...	Do.
26. Do.	... Blaen y Cwm do. ...	Do.
27. Do.	... Gam-rhiw, Pentwyn, and Blaen ... Cwm y Glyn, Llywell Parish	Do.
28. Do.	... Lands at Trecastle, Llwyn ... Meirig and Tyr y Graig, Llywell Parish	Do.
29. Do.	... Ffos y bar, Llandilovane ... Parish	Do.
30. Do.	... Llether y Gneuen, Llandeuae- ... log-fach Parish	Do.
31. Do.	... Three messuages and farms ... called Coed Mawr, Llandeuae- log-fach Parish	Do.
32. Do.	... Llwyn llwyd, Merthyr Cynog ... Parish	Do.
33. Do.	... Tyr y cwm and Gwar y-felin ... Merthyr Cynog Parish	Do.
34. Do.	... Cwm achau and Tyr achau, do. ...	Do.
35. Do.	... Cwm fforch do. ...	Do.
36. Do.	... Nant-y-grithin do. ...	Do.
37. Do.	... Ffryd Hill do. ...	Do.
38. Downes, John, Devynnock	... Blaen Brynich, Devynnock ... Parish	Miss Maskelyne.
39. Do.	... Bedlwyn and Tyle Meredith, ... Devynnock Parish	Morgan Thomas, Aber- senny.
40. Do.	... Meusydd-gleision do. ...	Do.
41. Do.	... Llwyncelin (part of above) do. ...	Do.
42. Do.	... Penllwynyrhendy do. ...	Dr. Lewis Wayne Morgan, Cliff House, Ponty- pridd.
43. Do.	... Cunham and Park do. ...	(Not known).
44. Do.	... Tyr William Harry do. ...	( do. ).
45. Do.	... Cwm Usk do. ...	W. D. Davies, Cwm wysk, Sennybridge.
46. Davies, William, Broynllis Castle	... Cwmelyn and Tyryvelin do. ...	W. H. Banks, Ridgebourne, Kington.
47. Davies, Joshua, Llandilofane	... Rhiw Defaid, Llandilo Vane ... Parish	Misses Morgan, Bucking- ham Place, Brecon.
48. Evans, Reverend Samuel, ... Llandefaillog	... Glyncothog fawr, Llywell ... Parish	(Not known).
49. Evans, Reverend Walter, ... Bailybedw	... Baily bedw do. ...	Mrs. S. Evans, Rhydy- briw.
50. Do.	... Rhyd-y-briw do. ...	W. Powell and Morgan Taylor, Tanycefn.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
51. Evans, Jane, Widow, Llywell ...	Ynis yr Wyddfa, Llywel Parish ...	Mrs. W. Lloyd Downes, High Week, Newton Abbot.
52. Evans, Owen, Llywell ...	... Brynmandu do.	... S. T. Evans, K.C., M.P., 3, Whitehall Court, S.W.
53. Evans, John, Llywell ...	... Pentwyn do.	... David Davies, Abernant, Llandilo Vane.
54. Do.	... Gwain ddu do.	... Mrs. A. F. Jones, St. Ish- maels, Newton Abbot.
55. Do.	... Garreg llwyd do.	... Thomas Evans Morgan. Garreg Llwyd, Treacastle
56. Evans, Henry, Llywell ...	Prisk yr Hump do.	... David Evans, Ffrwdgrech.
57. Evans, Reverend Samuel, and Rich. Williams, Clerk, Llanthrew	... Nant y Saison, Merthyr Cynog ... Parish	... The Vicar of Llanthrew and Rev. E. H. Williams, of New Radnor.
58. Edwards, Isaac, Esq., South Cerne, Gloucestershire	... Pant do.	... Mrs. John Jones, Penygoy- ffordd, Llanvillo.
59. Gwyn, William, Esq., Neath ...	Pentwyn, Defynnook Parish ...	... J. E. Moore Gwyn, Dyf- fryn, Neath.
60. Do.	.. Cenfas do.	... Do.
61. Do.	... Tyr Ffynnon ddu do.	... Do.
62. Do.	... Rhongyr do.	... Do.
63. Do.	... Wernddu do.	... Do.
64. Do.	... Cerrig Haffes do.	... Do.
65. Do.	... Tyr Henry do.	... Do.
66. Do.	... Tyr Calwin do.	... Do.
67. Do.	... Tyr maes Eglwys do.	... Do.
68. Do.	... Abertreweren do.	... Do.
69. Do.	... Tyr y Capel Cray do.	... Do.
70. Do.	... Blaencwm do.	... Do.
71. Do.	... Cwm y achau, Merthyr Cynog ... Parish	... Do.
72. Do.	... Abercrave, Ystradgynlais Parish	... Do.
73. Do.	... Tyr Mawr do.	... Do.
74. Do.	... Carw Lleise do.	... Do.
75. Do.	... Clyn yr Elin do.	... Do.
76. Do.	... Cae Hopkin do.	... Do.
77. Do.	... Glyn Gwernos do.	... Do.
78. Do.	... Graig llech do.	... H. J. J. Price, Greensted Hall, Essex.
79. Do.	... Hendre wladis do.	... J. E. Moore Gwyn (as before).
80. Do.	... Pentre Dyfnant do.	... Do.
81. Do.	... Pontry rhy darw do.	... Do.
82. Do.	... Tyr Coch do.	... Do.
83. Do.	... Geller herwen do.	... Do.
84. Do.	... Caer Daira and Tyr Dan Cri- barth, Ystradgynlais Parish	... Do.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
85. Gwyn, William, Esq., Neath ...	TyrCenol, Ystradgynlais Parish ...	J. E. Moore Gwyn.
86. Do. ...	Tyr Penybont do. ...	Do.
87. Do. ...	Penrock do. ...	Do.
88. Do. ...	Peny Cae do. ...	Do.
89. Do. ...	Tyr y Pant do. ...	Do.
90. Gwynne, T. H., Esq., Buck- land	Tyr Howell Pibbidd, Defyn- nock Parish	?
91. Griffith, Reverend Charles, ... Brecon	Carno do.	... John Lloyd and Mrs. John Lloyd, 15, Chepstow Place, W., London.
92. Do. ...	New Inn do.	... Capt. Hughes Morgan, Ponty Wall.
93. Do. ...	Cy-farth-fa, Llanspythid Parish ...	Miss Maskelyne, Glan- wysk
94. Gwynne, C. A., Mrs., Tre- gunter	Cwmwysk, Defynnock Parish ...	Dr. Whittington, Neath
95. Do. ...	Pantglaes do.	... J. P. Gwynne - Holford, Buckland.
96. Do. ...	Penywain do.	... Howel Havard, Hay.
97. Do. ...	Tyrwern ddu do.	... J. P. Gwynne-Holford.
98. Do. ...	Cefn y fedw fawr do.	... Do.
99. Do. ...	Cefn y fedw issa do.	... Do.
100. Do. ...	Cefn y fedw genol do.	... Do.
101. Do. ...	Wern Vawr do.	... Morgan Thomas, Aber- senny.
102. Do. ...	Gelly Meirch do.	... J. P. Gwynne Holford.
103. Do. ...	Altarnog, Merthyr Cynog ... Parish	Mrs. Kearns, Lake House, Wanstead.
104. Do. ...	Garreg fawr and Wain cefn ... garreg, Ystradfelte Parish	Mrs. Roche, Tregunter. Do.
105. Do. ...	Llwynon do.	...
106. Griffith, A., Llangevelach, ... Glam.	Cwm Oamlais and Cwm Bry- nich, Defynnock Parish	Dr. Elias, Maespoth House, Sennybridge.
107. Gwyn, Miss O. M., Glyn ... Abbey, Carmarthenshire	Penrbose, Ystradgynlais Parish ...	Fleming Gough, Ynisycd- win.
108. Gough, Rev. F., Ynisked- win	Ynisycdwin demesne do.	Do.
109. Do. ...	Abergwynlais do.	Do.
110. Do. ...	Gurnos Tucking Mill and ... lands, Ystradgynlais Parish	Do.
111. Do. ...	Tyr Colbren do.	... J. B. G. Price, R. E. V. Price, and Sarah Evans.
112. Do. ...	Heol y Gwydde do.	Do.
113. Do. ...	Glan yr hyd do.	... Fleming Gough (as before)
114. Do. ...	Ystrad issa do.	Do.
115. Do. ...	Peny grove do.	Do.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
116. Gough, Rev. F., Ynisked- win	... Glyn meiric, Ystradgynlais Parish	... Fleming Gough (as before).
117. Havard, Lewis, Senny, De- fynnock	... Tyr llwyn llydan and Tyr y allt, Defynnock Parish	... Thomas Williams, Llwyn- rhys.
118. Do.	... Tyr llebe Thomas da Bevan, Defynnock Parish	... (Not known.)
119. Havard, Howell	... Gelly March	do. ... Howel Havard (as before).
120. Do.	... Bryn y gorofddu	do. ... Do.
121. Havard, David	... Maddock ddu	do. ... (Not known.)
122. Havard, Rees	... Walter Havard	do. ... Howell Price, Llynsty- filyn.
123. Havard, William	... Tyr mi hangel	do. ... Mrs. Williams, Globe Inn, Merthyr Tydfil.
124. Havard, Howell	... Tyr gwain y mainddu	do. ... (Not known.)
125. Do.	... Maes y gwalter	do. ... Morgan Thomas, Aber- senny.
126. Howell, Thomas, Llywell	... Tyr y cwm	do. ... William Howells, Pant- glas, Trecastle.
127. Hollis, George, Esq., Win- chester	... Sych pant, Llandefaillog Vach Parish	... F. T. Dickenson, Glau- honddu.
128. Harley, Honorable Roach, Evanjob	... Llwyncelin and Tyn y wain, Merthyr Cynog Parish	... Mr. Gray, Nixon's Col- liery, Merthyr Tydfil.
129. Do.	... Tyrcyd	do. ... Do.
130. Do.	... Pentwyn Ycha	do. ... Do.
131. Do.	... Llwynon, Abercriban, and Cwm, Merthyr Cynog Parish	do. ... Do.
132. Howell, John, Ystradgwyn- lais	... Danyrogof, Ystradgynlais Parish	... J. E. Moore Gwyn (as before).
133. Howell, Rees Do.	... Howell	do. ... William Morgan Ystrad gynlais.
134. Howells, Thomas, Llangun- nog	... Kilvach Crinwith, Ystradfeltey Parish	... Thomas M. Jones, Kilby House, Loughor, and others.
135. Howells, A. M., Widow, Glasbury	... Tyr mawr and Tyr Noyadd, and two meadows—Tyr y wain felin and Esker killy vynen, otherwise Esker Lloyney, Ystradfelty Parish	... Evan Thomas, Tirgwaun- felin, Ystradfellte, and David Walter, do.
136. Do.	... Nant garreg Ycha and Nant garreg isha, Ystradfelty Parish	... Captain Roberts, Caerleon.
137. Jeffreys, William, Senny, Defynnock	... Bailie mawr, Defynnock Parish	... Morgan Thomas, Aber- senny.
138. Do.	... Drainen unig, Llywell Parish	... Roger Jeffreys Powell, Maespoth.
139. Do.	... Blaen nant y maen, Llandilo- fane Parish	... Miss Harrys, Cefn rock, Llandovery.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
140. Jones, David, Trecastle	... Caer helen, Llandilofane Parish ...	Mrs. A. F. Jones, St. Ismael's, Newton Abbot.
141. Do.	... Bailie, Llywell Parish	Do.
142. Do.	... Bwys fa fawr do.	Do.
143. Do.	... Drain duon do.	Do.
144. Do.	... Drain gwynnon, do.	... Chapel Trustees, Brecon.
145. Do.	... Rhyw do.	Mrs. A. F. Jones.
146. Do.	... Tyr dan y fan do.	Do.
147. Do.	... Loggen fields do.	Do.
148. Jones, John, Llwynchrychedd	... Llwynchrychudd farm, Defynnock Parish	Jenkin Williams, Penbryn, Defynnock.
149. Jenkins, Abraham, Defynnock	... Gorse llwyd, otherwise Cwm Coch, Defynnock Parish	B. F. Williams, K.C., The Temple.
150. Jenkins, David, Defynnock	... Vedwen unig do.	Do.
151. Jenkins, Alice do.	... Llwyn iago do.	Mrs. John B. Hughes.
152. Jeffreys, Rees, Selydach	... Tyr Klydach, <i>alias</i> Selydach, Llywell Parish	D. T. Jeffreys, Solicitor, Brecon.
153. Do.	... Blaenhangad do.	Rees Powel, Selydach.
154. Do.	... Nantmadog do.	Do.
155. Do.	... Pwlldu do.	Do.
156. Do.	... Nant carw and Tyr Rhyr Brane, or Thallon, Llanfihangel nant brane Parish	Reverend T. Price, Prestatyn Vic., Rhyl.
157. Jones, Edward, Esq., Llandovery	... Pwllan, Llywell Parish	... Roger Jeffreys Powell (as above).
158. Do.	... Vedw do.	... Miss Ann Williams, Trephilip.
159. Do.	... Cwmmillythin, Llanfihangel nant brane Parish	... Philip Thomas, Cwmmillythin.
160. Do.	... Graig Parish	... Ex'ors of W. Mathews Llanfaes, Brecon.
161. Do.	... Cwmderin do.	... Philip Morgan, Cwmcynog.
162. Do.	... Bailia do.	... Morgan Williams, Orchard Street, Brecon.
163. Do.	... Nantyrion issa do.	... David Evans, Frwdgrech.
164. Do.	... Noyadd Llwynpeod, and Danlan, Llandilofane Parish	... Morgan Thomas, Aber senny.
165. Do.	... Cefn llech do.	... Roger Williams, Noyadd.
166. Do.	... Brunant do.	... Thomas and Margaret Price, Brunant.
167. Jones, John, Esq., Ystrad, Carmarthenshire	... Allt y fan, Llywell Parish	... Mrs. Jeffreys Owen, Llandovery.
168. Do.	... Ynis-fawr do.	Do.
169. Do.	... Tyr y pwll do.	Do.
170. Do.	... Blaen y glyn, Llandilofane Parish	Mrs. Evan Powell, c.o. Rees Powell, Selydach.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
171. Jones, Jeffrey, Llywell	... Crug-y bwbach, Llywell Parish	... Revd. Thomas Jones, Aber- gwesin, Builth.
172. Jeffreys, The Heirs of, Llywell	... Cwm cynwal do.	... Mrs. Rees Jeffreys, Tre- castle.
173. Do.	... Sychnant do.	... Do.
174. Do.	... Pont newydd Cwmdu	... William Price, Tainewydd.
175. Do.	... Try Ffynnon Triwel	... Mrs. A. F. Jones (as above).
176. Do.	... Varlen	... R. J. B. Jeffreys, Tre- castle.
177. Do.	.. Pentwyn and Tyr y Pentre, .. Llanfihangel nant brane Parish	.. Edward Williams, Pentwyn, and Philip Morgan, Cwmecynog.
178. Do.	... Cwm Colfran do.	... John Williams, Aberbran fach.
179. Do.	... Llanerchlaes do.	... Miss M. A. Williams, Kid- welly Villa, Brecon.
180. Do.	... Llether y gwrnyan and Tyr y Tydu, Merthyr Cynog Parish	... Sir J. T. Llewelyn, Bart., Penlleghare.
181. Do.	... Maes llwydart, Trallong Parish	... Roger Jeffreys Powell (as above).
182. Do.	... Troescoed do.	... Do.
183. Do.	.. Maes y ffordd, Ystradfelte Parish	... John Howell Thomas, White House, Reading
184. Do.	... Penllwyn Eynon and Blaen- llwyn, Ystradfelte Parish	... Do.
185. Do.	... Blaennaid do.	... Mrs. Edwards, Fedw hir, Aberdare.
186. Do.	... Gellinedd do.	... Do.
187. Do.	... Wern Picket, do.	... David Evans, Ffrwdgrech.
188. Do.	... Quare or Coed Shack do.	... Do.
189. Jones, William, Llanspy- thid	... Bolgoed Cenol, Llanspythid Parish	... Mrs. Elizabeth Jones, Bol- goed Genol.
190. Do.	... Tyr peny wern do.	... David Evans, as above.
191. Do.	... Two fields, called Cay y Cen- weth, Llanspythid Parish	... Do.
192. Jones, Thomas, Llanfi- hangel nant brane	... Cwm cynog, Llanfihangel nant brane Parish	... T. Williams, Scethrog, Brecon, and Miss Jen- net Jones, 4, Richmond Place, Hereford.
193. Jersey, Lord	... Bryn y vedw do.	... Mrs. Dowdeswell, Black- brook, Quaker's Yard.
194. Do.	... Moiety of Coed ca Mawr, Ystrad- felte Parish	... Poor of Ystradfelte.
195. Do.	... Graig y buartha do.	... (Not known.)
196. Jones, Morgan, Glyncerrig, Glam.	... Garth and Tyr Vach, Llandilo- fane Parish	... David Davies, Abernant.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
197. Jones, John, Llandovery	... Two-thirds of Drainduon, Llan- dilofano Parish	William Powell, Noyadd.
198. Jones, David, Clerk, Pont- frane	... Moiety of Cefn Carnog do.	Mrs. Price, Cefn cynog.
199. Do.	... Moiety of Carnel do.	Do.
200. Jones, Patience, Aberavon, ... Glam.	Maes y gwyn do.	Roger Williams, Noyadd.
201. Jenkins, Howell, Defyn- nock	... Trehir, Merthyr Cynog Parish	Sir J. T. D. Llewelyn (as above).
202. Jones, Walter, Ystradfelte	... Clwyd pen yr adwy domlid, ... Ystradfelte Parish	(Not known.)
203. Do.	... Tyr rees Vach do.	Do.
204. Do.	... Tyr Ton y carnad, otherwise ... Tyr ychen wayn, Ystrad- felte Parish	Do.
205. Do.	... Tyr nant hyr do.	Mrs. Claudia Kirkhouse and others, Rhyl, N.W.
206. Walter Jones, Carnecro- chon David Matthews, Cwmporth John Rees, Troescoed, and Richard David, Swansea	} Glyn mercha Ycha and Gorof ... Neath, Ystradfelte Parish	Edward M. Whitting, Bo- dwygiad, Penderin.
207. Jones, Jenkin, Ystradfelte		
	... Glyn gwyn gwainddwolley and ... Peny bont, Ystradfelte Parish	Thos. M. Jones, David Vaughan, and M. Jones.
208. Jones, William do.	.. Wern fawr do.	Do.
209. Do.	... Cwm do.	Do.
210. Jones, William, Ystrad- felte	... Tyr Coed carreg and Ton yr ... alle, Ystradfelte Parish	Mrs. Lewis, Heol fach, Ystrad, Rhondda.
211. Jones, David, Llangefelach	... Gwaun y mareg (Blaen nedd ... ucha), Ystradfelte Parish	Do.
212. Jones, Morgan, Ystradfelte	... Dyffryn Neath do.	Mrs. Jones, Penrock, Llan- doverly.
213. Lloyd, David, Esq., Brecon	... Tyle garw, otherwise Tyr ... Cenol, Defynnock Parish	Trustees of Harley's Cha- rity, Hay.
214. Llewelyn, John, Esq., Pen- llergare	... Pant y ffordd and Che Werdon ... fach, Defynnock Parish	Messrs. Thomas and Robert McTurk, Cnewr.
215. Do.	... Bedlwyn coch do.	Messrs. D. and H. Price, Bedlwyn Coch.
216. Do.	... Nyadd fawr and Pentwyn, ... Defynnock Parish	Messrs. McTurk (as above).
217. Do.	... Blaentawenney do.	Mrs. Watkins, Ongwr, Glyntawe.
218. Do.	... Tavarn Senny do.	David Evans, Tredustan Hall.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
219. Llewelyn, John, Esq., Pen- llergare	... Nant yr wydd, Defynnock Parish	... Messrs. McTurk (as above).
220. Do.	... Blaentawenny vechan do.	... William Watkins, Dderi, Glyntawe.
221. Do.	... Banwen, Ystradgynlais Parish	... (Not known.)
222. Lewis, David, Penybont	... Gochgarreg, Defynnock Parish	... Rees Powell, Cwmpadest.
223. Do.	... Tir madog vechan do.	... Owen Price, Nantyrharn Cray.
224. Do.	... Penybont leasehold do.	... Revd. Garnons-Williams, Abercamlais.
225. Do.	... Cefn y gove, Llywell Parish	... Dr. and Mrs. Lloyd Bar- row, Aberllech.
226. Do.	... Cwm llar wynole, Llandilofane Parish	... Evan Prytherch, Garfaddy, Llandovery.
227. Do.	... Llwyn coll do.	... Philip Morgan, Cwm cynog.
228. Longfellow, William, Bre- con	... Tyr Hafog, Defynnock Parish	... (Not known.)
229. Lloyd, Watkin, Esq., Lly- well	... Penwington fach, Llywell Parish	... W. Lloyd Downes, High Week, Newton Abbot.
230. Lloyd, Daniel, Brecon	... Treweren, Defynnock Parish	... Miss Anne Williams, Tre- philip.
231. Llewellyn Rice, Llywell	... Maes-gwynne, Llywell Parish	... W. D. Davies, Cwmwysk, Sennybridge.
232. Lloyd, Watkin, Esq., Lly- well	... Myty vawr do.	... W. Lloyd Downes (as above).
233. Do.	... Myty vechan do.	... Do.
234. Do.	... Dorallt do.	... Do.
235. Do.	... Ynisfain do.	... Do.
236. Do.	... Usk mill & fields do.	... Do.
237. Do.	... Carne, Llandilofane Parish	... Do.
238. Do.	... Bwlch Gwyn do.	... C. Vaughan Pryse Rice, Llwynbrain, Llando- very.
239. Lewis, Thomas, Esq., Llan- dilo fawr	... Cwmdihesfa, otherwise cwm dihes-sog, otherwise cwm close newydd, Llywell Parish	... Rees Price, Cwmdihysfa, Trecastle.
240. Lloyd, David, Llandilo	... Maesmurthen do.	... Dr. and Mrs. Lloyd Barrow, Aberllech.
241. Do.	... Blaenelydach do.	... Do.
242. Do.	... Llwyn gronw do.	... Do.
243. Do.	... Rhue burgoch do.	... Do.
244. Do.	... Nant quarred do.	... Do.
245. Do.	... Gilfach do.	... Do.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
246. Lloyd, David, Llandilo	... Berth y Llwydd, Llanfihangel ... nant brane Parish	Dr. and Mrs. Lloyd Barrow, Aberllech.
247. Do.	... Pant y mawr, Llandilofane ... Parish	Do.
248. Llewellyn, Elizabeth, Cad- doston, Neath	... Cefntwrch, Llywell Parish	... Mordecai Jones, Crick- howell.
249. Llewellyn, Charles, Ystrad- felte	... Ton y fildre, Ystradfelte Parish...	Mrs. Edwards, Fedw Hir, Aberdare.
250. Do.	... Esker fedwen (Nantfedwen), ... Ystradfelte Parish	J. Ll. G. Price and others.
251. Do.	... Cottage and field, Ystradfelte ... Parish	(Not known.)
252. Morgan, David, Blaensenny	... Blaensenny, Defynnock Parish	... Mrs. S. Evans, Rhydy- briw.
253. Do.	... Cwmdu do.	... Lord Tredegar.
254. Do.	... Tyr mawr do.	... Mrs. S. Evans, as above.
255. Do.	... Clyn do.	... Mrs. George, Hirwain.
256. Do.	... Blaen cray do.	... Mrs. Seymour, do.
257. Morgan, Walter, Defynnock	... Blaen pydemon do.	... Marquess of Bute.
258. Morgan, Reverend Thomas, Haslar Hospital, Hants.	... Tyr Thomas Rosser, do.	... (Not known.)
259. Do.	... Tyr Llwynceelin do.	... Reverend D. Jones, Llan- fechan Rectory, Os- westry.
260. Do.	... Tyr fedw funglas do.	... Mrs. James, Swansea.
261. Do.	... Tyr cwm brynich issa, do.	... Dr. Elias, Sennybridge.
262. Do.	... Tyr cwm brynich Ycha, do.	... Miss Maskelyne, Glanwysk.
263. Morgan, Morgan, Caddoston, Juxta Neath	... Abersenny Ycha do.	... Morgan Thomas, Aber- senny.
264. Morgan, Watkin, Blaen- glyn Tawe	... Bwll goydog do.	... Mrs. M. Williams, Fedw Hir, Aberdare.
265. Morgan, William, Cray	... Aberyddnant do.	... John Davies, Aberhyd- nant.
266. Morgan, Thomas do.	... Gelly lib do.	... Miss Powell, Pantyscall- awg.
267. Morgan, Sir Charles, Tre- degar	... Tyr y Castell and Trephilip, ... Defynnock Parish	... Lord Tredegar.
268. Do.	... Lands near Defynnock Village, ... Defynnock Parish	Do.
269. Do.	... Lands near Treworen, Defyn- ... nock Parish	Do.
270. Do.	... Lands at a little distance, ... Defynnock Parish	Do.

SCHEDULE TO AWARD.

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1819. Name of the Claimant and Residence.		Property for which the Claim is made.	1905. Present Owner and Residence.
271.	Morgan, Sir Charles, Tre- degar	... Land called Wain y fera Ycha ... and Wain y fera issa, Def- ynnock Parish	... Lord Tredegar (part sold to Mr. Downes).
272.	Do.	... Tyr y Arlwydd, Defynnock ... Parish	... Lord Tredegar.
273.	Do.	... Lands near Defynnock Village, ... Defynnock Parish	Do.
274.	Do.	... Tyr y medig and Rhue felin, ... Defynnock Parish	Do.
275.	Do.	... Two messuages, farms and ... lands, Defynnock Parish	Do.
276.	Do.	... Llwyn y fedwen do.	... David Evans, Ffrwdgrech.
277.	Do.	... Ynis Gron do.	... Lord Tredegar.
278.	Do.	... Bwlch, Ystradfelte Parish	... Do.
279.	Do.	... Carn Crochon do.	... Do.
280.	Do.	... Panty y Llwyn do.	... Mrs. Oauldia Kirkhouse and others.
281.	Do.	... Nant y Crone do.	... Lord Tredegar.
282.	Do.	... Blaen Llia do.	... Edmund J. Jones, The Forest, Glynneath.
283.	Do.	... Heol Riddings do.	... Lord Tredegar.
284.	Do.	... Caye Ynis y felin, Cay Ynis y ... willi, and Hendre Ycha, Ystradfelte Parish	Do.
285.	Do.	... Blaen Hepstey, otherwise Hep- stey fechan, Ystradfelte Parish	Do.
286.	Morgan, John, Defynnock	... Tyr maddock ap Evan Melin, ... Llywell Parish	(Not known.)
287.	Do.	... Tyr Gilfach y Haidd, Llandilo- fane Parish	... Rees Powell, Ysclydach.
288.	Do.	... Tyr cunnog vach do.	(Not known.)
289.	Morgan, David, Maeskar, Defynnock	... Cwm Clydach, Llywell Parish	... Dr. Jeffreys, Sennybridge.
290.	Do.	... Dalva do.	Do.
291.	Morgan, Morgan, Llywell	... Llwyn Inn do.	... D. Watkins Lewis, Llwyn ynn, Trecastle.
292.	Do.	do. ... Llwyn Cor do.	... Thomas Phillips, Church House, Llywel.
293.	Morgan, David	do. ... Penrhew do.	... Mrs. Rees Jeffreys, Tre- castle.
294.	Do.	do. ... Cefn Cray do.	... Misses Ann & Jane Morgan, near Bargoed Railway Station.
295.	Morgan, Margaret, widow, Llywell	... Nanty pistill Ycha, do.	... Mrs. Rees Jeffreys, Tre- castle.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
296. Morgan, Esther, Llywell	... Rhyd y Brew, Llywell Parish	... Morgan Taylor and Wm. Powell, Danycefn, Defynnock.
297. Morgan, Thomas do.	... Clyn Vole do.	... Thos. Prothero and ex'ors, White Ladies' Road, Clifton.
298. Monkhouse, W. J., Liverpool...	Ffoes ddu do.	... G. and C. James, Merthyr Tydfil.
299. Morgan, William, Bolgoed	... Bolgoed issa, Llanspyddid Parish	S. W. Morgan, Bolgoed.
300. Morgan, Morgan, Llandilo	... Llwynteg issa, Llandilovane Parish	... Philip Morgan, Cwmeynog.
301. Matthews, David, Ystradfelte	... Penyporth, otherwise Penyfechan, Ystradfelte Parish	... James Mathews, Cwmporth, Ystradfelte.
302. Do.	... Cwmporth and Tyr y gurnos, Ystradfelte Parish	Do.
303. Morgan, Edward, Esq., Llangattock	... Tyr mawr do.	... John Jenkins, Tyr Mawr, Ystradfelte.
304. Do.	... Tyr Shinkin William, do.	... Do.
305. Do.	... Ta Hirion do.	... Frank T. James, Merthyr Tydfil.
306. Moses, Howell, Llangattock	... Bryn y Buch do.	... Mrs. Morris, Brynbuch.
307. Do.	... Tyr Heol do.	... Poor of Ystradfelte.
308. Morgan, Jenkin, Ystradfelte	... Three houses & lands, do.	... (Not known.)
309. Morgan, Morgan do.	... One house & lands do.	... ( Do. )
310. Nichols, Magdalen, widow, Trecastle	... Ynis y marchog, Llywell Parish	... Marquess Camden.
311. Powell, Thomas, Ystradgynlais	... Rhongyr Ycha, Ystradgynlais Parish	... Baroness Cederstrom, Craig y Nos.
312. Powell, Lewis, Maescarnog	... Maescarnog, Defynnock Parish	... Rev. M. P. Williams, Llan-saintfraed Rectory.
313. Do.	... Postey do.	... Do.
314. Do.	... Tyr Brych Coed, do.	... David Thomas, Tynewydd, Cray.
315. Do.	... Wain goch do.	... Daniel Jones, Cray.
316. Do.	... Tyr Cenol do.	... J. W. P. Williams.
317. Powell, John, Attorney, Brecon	... Pentwyn do.	... Do.
318. Powell, A. M., widow, Brecon	... Tyr Mawr do.	... Trustees of T. J. Evans, Cantref.
319. Do.	... Rhose y glynn (part of) do.	... Do.
320. Do.	... Brychcoed do.	... Miss Jane Williams, Trephilip.
321. Do.	... Llwyn Inn do.	... Walter Evans, Bailybedw.
322. Do.	... Blaennant hoped do.	... Do.
323. Price, David, Park	... Tenement and lands (Neuadd) Defynnock Parish	... Revd. Marmaduke Price, Brecon.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
324. Price, David, Park	... Farm and lands (Park bach), ... Llywell Parish	Misses Morgan, Bucking- ham Place.
325. Do.	... Park henfidd (Park), Trallong ... Parish	Do.
326. Powell, Rice, Bath	... Cwm newyneth, Defynnock ... Parish	Mr. Thomas, Solicitor, Pontypridd.
327. Do.	... Wain newydd do.	... Mrs. Williams, Abercly- dach House, Talybont.
328. Do.	... Coed y gwaith (Pentre ucha), ... Defynnock Parish	Mr. John Thomas, Llan- doverly.
329. Do.	... Nant mole (Goch garreg) do.	... Miss Thomas, Cwmpadest, Cray.
330. Powell, Howell, Defynnock	... Dany Graig, do.	... John Powell Williams, London.
331. Do.	... Pentwyn and Brinbetty cae ... Andrew, Defynnock Parish	Do.
332. Price, Walter, Esq., Glyn- llech	... Tyr Trederwen, Tyr y Cae, and ... Cae da Griffith (except that part which lies within the little Forest — Tredustan and Tredomen), Defynnock Parish	... T. P. Thomas, Abersenny.
333. Do.	... Tyr Pen y Vole do.	... J. B. G. Price and others.
334. Do.	... Tyr Howell John and Noyadd ... vach, Defynnock Parish	(Not known.)
335. Do.	... Tyr Blaen y Gwrthid, Llan- ... spyddid Parish	... Rees Llewellyn, Bwlfa, Aberdare.
336. Do.	... Glynllech Ycha, otherwise Tyr ... Maddock Griffith and Croft Heligol, Ystradgynlais Pa- rish	... H. J. J. Price, Greensted Hall, Essex.
337. Do.	... Tyr y Cefn y Coed do.	Do.
338. Do.	... Tyr Cefn y Erwn do.	... J. B. G. Price and others.
339. Do.	... Rhyd y fforddu do.	Do.
340. Do.	... Tyr y Corsllwyn do.	Do.
341. Do.	... Tyr Henrhydd Ycha do.	Do.
342. Do.	... Tyr Henrhydd issa do.	Do.
343. Do.	... Tyr Blaenllech do.	... H. J. J. Price (as before).
344. Do.	... Tyr Tony Spuddadin and Cefn ... y Graig, Ystradgynlais Parish	... R. J. Rhys, Plas Newydd, Aberdare.
345. Do.	... Tyr Bach y Gwreidin do.	Do.
346. Do.	... Tyr Berllwyd, Ystradfelte ... Parish	... Mrs. Sarah Evans and others (as before).

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
347. Price, Walter, Esq., Glyn- llech	Tyr y Gyryn fawr and Porth Gwyn, Ystradfelte Parish	Mrs. Sarah Evans and others (as before).
348. Powell, James, Defynnock	Marchogdir, Defynnock Parish	Miss Powell, Pantyscal- lawg.
349. Do.	Tyn yr onnen fawr do.	Do.
350. Do.	Tyr Gladis Pertheven do.	Do.
351. Do.	Bedlwyn do.	Do.
352. Do.	Tyr y Tyle, Llywell Parish	Do.
353. Powell, Lewis, Senny	Castlemadock, Defynnock Parish	David Powell, Commerce House, Builth.
354. Powell, Walter, Brecon.	Nanty Bwch do.	J. P. Williams, London.
355. Powell, Llewellyn, Cwmpa- dest	Cwmpadest do.	Miss Thomas, Cwmpadest Cray.
356. Powell, Thomas, Defynnock	Blaensenny do.	Mrs. Evans, The Villa, Sennybridge.
357. Price, David, Defynnock	Llwynon do.	Miss Powell (as before)-
358. Powell, John, Llywell	Blaenyryddnant do.	John Davies, Aberhydd Nant.
359. Powell, Howell, Llywell	Cwmwsk do.	W. D. Davies, Cwmwysk.
360. Price, Richard, Defynnock	Gwern lletai do.	Trustees of Miss Charlotte Maskelyne, Glanwysk.
361 Do.	Gwern y frewe do.	Do.
362. Powell, David Walter, Aber- senny	Abersenny do.	Morgan Thomas, Aber- senny.
363. Do.	Tyr Blaen y llyan do.	(Not known).
364. Powell, Jennett, Widow, John Morgan, gentleman	Tyr Bryntowarch, Llywell Parish	Howel Watkins, Bryn- towarch.
365. Do.	Carllwyn do.	David Price, Cwmnanty- moch, and Thomas Wil- liams, Llwynrhys.
366. Do.	Maes-cyffon do.	Dr. Jeffreys (as before).
367. Do.	Ynis Wytlog (Glynwyddog), Llywell Parish	Mrs. Jones, Ton y pentre, Rhondda.
368. Do.	Pentre Vach do.	Howel Wilkins, Cefn Crai.
369. Do.	Gelly Gam do.	D. Davies, Green Dragon, Brecon.
370. Powell, Jennett, widow, and John Morgan, gentleman, Llywell	Ffos y whead do.	Morgan Watkins, Bryn- towarch.
371. Powell, John, Maespoth	Maespoth do.	Roger Jeffreys Powell (as before).
372. Do.	Pant Wenglydd do.	Do.
373. Do.	Poste do.	Do.
374. Do.	Pant weddig do.	Do.
375. Do.	Cae ddenty do.	Rev. Garnons Williams, Abercamlais.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
376. Powell, John, Maespoth	... Abernant, Llywell Parish	... Roger Jeffreys Powell (as above).
377. Powell, Catherine, and Powell, Charles, Mon- mouth	... Tyr Llwyn y garw, do.	... Mrs. Ellen Powell, c.o. W. T. Williams, Soli- citor, St. John's Street, Hereford.
378. Powell, Howell, Gentleman, Miss Sarah Price, and Mr. John Downes, Defynnock	... Llwynon, Graig y fulbert, Blaenclydach fach, Llywell Parish	... Roger Jeffreys Powell (as above).
379. Mr. John Downes, do.	... Black Castle (Castell du), Llywell Parish	... Thomas George, Castelldu.
380. Do.	... Tucking Mill and lands, do.	... Mr. Downes.
381. Powell, Walter, gentleman, Llywell	... Cefn ygweision	do. ... John Thomas, Cefngwei- sion.
382. Price, David, Llywell	... Fynnon wrgan	do. ... T. Price, Ffynonwrgan, Sennybridge.
383. Powell, Jane, Ystradgyn- lais	... Tyr Caer llwyn	do. ... T. J. Williams, Llwyn- rhys, and ors.
384. Powell, Thomas, gentleman, Clynmeddig	... Clynmeddig	do. ... Roger Jeffreys Powell (as above).
385. Do.	... Cwmpwlla	do. ... Do.
386. Do.	... Waun Clwydd Ycha	do. ... Do.
387. Powell, Howell, Llywell	... Kefn Rhossan or leasehold farm under the Reverend J. Williams, Llywell Parish	... W. T. Powell, Chapel House, Builth.
388. Phillips, Thomas, Llandilo- vane	... Domen Llas	do. ... D. Price and another (as above).
389. Do.	... Tyr vach, Llandilovane Parish	... Rees Powell, Ynysclydach.
390. Do.	... Cwm nant yr hen	do. ... Lewis Jones, Cilbryden, Llanddoisant.
391. Powell, Reverend Thomas, Mothvey, Carmarthenshire	... Tyr Blaenwysk, Llywell Parish	... S. T. Evans, K.C.M.P.
392. Powell, John, Llandilo	... Aberkynog, Llandilovane Parish	... Rees Powell (as above).
393. Pickard, Richard, Llandilo- vane	... Cefn y bryn	do. ... Lord Glanusk.
394. Powell, Reverend J., Stoke Saint Milbro', Salop	... Pentwyn	do. ... David Davies, Nantllys, Llandilo Fane.
395. Do.	... Llanerchlas, Llanfhangell nant brane Parish	... Miss Williams, Brecon.
396. Price, Roger, Llandilovane	... Cefn Gwyn, Llandilofane Parish	... (Not known.)
397. Powell, Thomas, Llanfair-y- brin	... Maes y fforch	do. ... J. Lloyd Morris, Solicitor, Llanelly.
398. Price, Hugh, Esq., Castle- madock	... Nant y grose, Llandefaelog Vach Parish	... H. P. Powell, Castle Madoc.
399. Prichard, Elizabeth, widow, Brecon	... Dolau-honddu, Merthyr Cynog Parish	... John Jones, Gelynan, Maes Mynia.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
400. Powell, William, Brecon	... Tyr Gronor hir and Bryn Melin, ... Ystradgynlais Parish	Baroness Cederstrom, Craig y Nos.
401. Powell, Llewellyn, Glyn- llech	... Glynllech do.	... J. B. G. Price, Glynllech.
402. Do.	... Nanty moch, otherwise Blaen nedd, Ystradfelte Parish	... Mrs. Edwards, Fedw hir, Aberdare.
403. Powell, Jenkin, Ystrad- felte	... Killhepsteys do.	... Mrs. Jones, Penyrock, Llandovery.
404. Powell, Watkin, Ystradfelte	... Cefn y Cheldre do.	... Edmund J. Jones (as above).
405. Powell, John do.	... Heol fawr Ycha and Issa, ... Ystradfelte Parish	T. M. Jones and others.
406. Powell, David do.	... Tyle Cwmnant do.	... Daniel Powell, Tyle Cwm- nant, Ystradfelte.
407. Powell, John, Goytree	... Goytree do.	... Mrs. Jones, Penyrock.
408. Powell, David, Neath	... Tyr Blaen Nedd Ycha, other- wise Tyr Pant y Brin, Ystradfelte Parish	... Thomas Lewis Vaughan, Pont Neath.
409. Rice, Elizabeth, and Rice, Walter, Brecon and Llwy- nbrain	... Maes y Bwlch, Berthdu, Bryn ... miherrin and Canrnea, Llandilofane Parish	C. W. Pryse Rice, Llwyn- y-brain, Llandovery.
410. Rees, Daniel, Cefn Maescar	... Cefn Maescar, Defynnock ... Parish	Daniel Rees, Cefn Maescar.
411. Rogers, Howell, Defynnock	... Tyr y Glaig do.	(Not known).
412. Richards, Richard, Ystrad- felte	... Disgwilva, Ystradfelte Parish	... J. B. G. Price and others.
413. Do.	... Tyr Kenol Cwmnant hir, ... Ystradfelte Parish	Mrs. Claudia Kirkhouse and others.
414. Thomas, Thomas, Llwyno- yadd	... Llwyn y neuadd, Defynnock ... Parish	Owen Price, Nantyrhaiarn.
415. Do.	... Meirick coch, Llywell Parish	Do.
416. Thomas, Margaret, Defyn- nock	... Griffith fane (Tynewydd), ... Defynnock Parish	David Thomas, Tynewydd Crai.
417. Thomas, Thomas, Baily gwern	... Baily gwern do.	Owen Price (as above).
418. Trustees of the poor of ... Ystradfelte, Ystradfelte	... Tyr pen y graig tir Pwll y... Gellyned, Ystradfelte Parish	Trustees of the Poor, Ystradfelte.
419. Thomas, Thomas, Cadox- ton juxta Neath	... Hencha Collon do.	... E. M. Whitting, Bodwigiad.
420. Do.	... Rhycyr olfa do.	Do.
421. Do.	... Tyr Nant y gwal do.	Do.
422. Do.	... Blaen nant hir do.	Do.
423. Vaughan, William, Esq., Llanelay	... Tyr pen y ddoifrin do.	... David Vaughan, Aberllia.
424. Do.	... Tyr pen y pont do.	Do.
425. Do.	... Tyr gwain ddwly do.	Do.
426. Williams, John, Surgeon, Brecon	... Pentwyn, Defynnock Parish	... S. W. Morgan, Bolgoed.
427. Do.	... Dany Cefn, Llanspythid Parish	... David Evans, Ffrwdgrech.

1819. Name of the Claimant and Residence.	Property for which the claim is made.	1905. Present Owner and Residence.
428. Williams, Penry, Esq., Penpont	... Llaniltid or Tir Reoddu, Defyn- nock Parish	Miss Williams, Penpont.
429. Do.	... Harcot Llwyd do.	... S. W. Morgan (as above).
430. Do.	... Gwillim Llwyd	... David Lewis, Gwillim Llwyd.
431. Do.	... Cwm Clyn and part of Park Bedw, Defynnock Parish	... David Evans (as above).
432. Do.	... Cottage and Crofts do.	... Do.
433. Do.	... Tyr Rees Thomas do.	... Ex'ors of T. J. Evans, Cantref Rectory.
434. Do.	... Peny wain do.	... W. S. Miller, Forest Lodge
435. Do.	... Tyr dan y graig do.	... Do.
436. Do.	... Vro. do.	... Do.
437. Do.	... Bull's Head Inn and lands, Defynnock Parish	... Miss Williams (as above).
438. Do.	... Tanyard Meadows and Cot, Defynnock Parish	... Do.
439. Do.	... Maescar farm do.	... Do.
440. Do.	... Camlais fawr do.	... Do.
441. Do.	... Camlais and Tir Rosser, do.	... Do.
442. Do.	... Tyr y Graig issa do.	... Do.
443. Do.	... Tyr y Graig Ycha do.	... Do.
444. Do.	... Blaen Camlais fawr do.	... Do.
445. Do.	... Tyr Blaen Camlais do.	... Do.
446. Do.	... Blaen camlais Mill and lands, Defynnock Parish	... Do.
447. Do.	... Cwm-wysk do.	... Do.
448. Do.	... Llwynhir and part of Tyr Prior lands, Defynnock Parish	... David Davies, Llwynhir Cray, Brecon.
449. Do.	... Nantyboidy and part of Prior lands, Defynnock Parish	... S. Davies, Nant y boidy, Cray.
450. Do.	... Part of Penpont demesne and part of Aberheon, Llan- spyddid Parish	... Miss Williams (as above).
451. Do.	... Wern Fawr, Llanspythid Parish...	... Do.
452. Do.	... Blaenrheon and Killheoff, Llan- spythid Parish	... Do.
453. Do.	... Smiths' shop and meadow, Llan- spythid Parish	... Do.
454. Do.	... Blaencamlais Vach do.	... Do.
455. Do.	... Cefn y park and Llwyn coch, Llanspythid Parish	... Do.
456. Do.	... Bresty Gelly, Gwern Rosser and Gwern forwydd, Llan- spythid Parish	... S. W. Morgan, Bolgoed.
457. Do.	... Tyr heol ddu do.	... Miss Williams (as above).
458. Do.	... Camlais and Tyr Rosser do.	... Do.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
459. William Penry, Esq., Penpont	... Owmerchan, Llanfihangel nant brane Parish	T. Elias, Sennybridge.
460. Do.	... Llwyn noyadd, Trallong Parish...	Miss Williams (as above).
461. Do.	... Gwern y figin Ycha do. ...	Do.
462. Do.	... Gwern y figin issa do. ...	Do.
463. Do.	... Hepste fawr, Tyr y Garn Heol- las, and Blaen Hepste, Ystrad- felte Parish	John Jenkins, Yniscynnor House, Aberdare.
464. Williams, John, Maescar	... Farm and lands (Abercar), De- fynnock Parish	Samuel Davies, Relieving Officer.
465. Williams, E. and W. R. M., Maescar	... Land and tenement (Bailie ... Maescar), Defynnock Parish	Mr. Adney and ex'ors, Bre- con.
466. Williams, John, Maescar	... Gellyer do.	B. F. Williams, K.C.
467. Wynter, Robert, Brecon	... Danefedow do.	Mr. S. Powell, Panty- scallawg.
468. Watson, David, Glyntawe	... Glantywin do.	Mrs. Powell, Ongar, Ya- tradgynlais.
469. Williams, Reverend John, Abercamlais	... Abercamlais demesne and Tyn ... y Groes, Defynnock Parish	Rev. Garnons Williams (as above).
470. Do.	... Blaencar do.	Do.
471. Do.	... Ynisliky do.	Do.
472. Do.	... Close do.	Do.
473. Do.	... Cellar do.	Do.
474. Williams, Reverend John, Abercamlais	... Danygraig do	Morgan Thomas, Aber- senny.
475. Do.	... Llwyncynteftin demesne, Lly- well Parish	Rev. Garnons Williams, Abercamlais.
476. Do.	... Pentwyn do.	Do.
477. Do.	... Allt do.	Do.
478. Do.	... Llwyn Borgam do.	Do.
479. Do.	... Pont y wain glyd, do.	Do.
480. Do.	... Llwyn Rees do.	Roger Jeffreys Powell (as above).
481. Do.	... Bronydd mawr do.	Rev. Garnons Williams (as above).
482. Do.	... Cwmmawr do.	Do.
483. Do.	... Nant Riddill (Nantyrhidyll), ... Llandilofane Parish	Do.
484. Williams, Catherine, widow, ... Brecon	... Bryn y Bolgoed, Defynnock ... Parish	R. Hargest, Postern Road, Brecon.
485. Williams, Jenkin, Defyn- nock	... Panty crafog Ycha do.	Mr. James Powell, Panty- scallawg.
486. Do.	... Panty crafog issa do.	Mr. Williams (?)
487. Williams, Robert, Esq., ... Monmouth	... Llwyntew do.	William Edwards, Tal- garth, R.S.O.
488. Do.	... Berthddu do.	Dr. and Mrs. Lloyd Bar- row (as above).

SCHEDULE TO AWARD.

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1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
489. Williams, Robert, Esq., ... Monmouth	Aberbrane and Penywern, ... Llanspythydd Parish	Revd. Garnons Williams (as above).
490. Do.	... Rhuegoch and Kilwennydd, ... Llanfihangel nant brane Parish	Lord Glanusk.
491. Do.	... Cwm nant y moch, Llandilo- vane Parish	Do.
492. Do.	... Garllwyn and Wern fawr, ... Llandilovane Parish	Do.
493. Do.	... Garth allt or Tyry Garth and ... Tyr yr allt, Llandilovane Parish	Do.
494. Do.	... Crofty do. ...	Do.
495. Do.	... Tyr y Simmons and Cefn y ... bryn, Llandilovane Parish	Do.
496. Williams, A. R. M., Defyn- nock	... Tyr Coch, Defynnock Parish ..	Edmund Adney and ex'ors, Brecon.
497. Watkins, Reverend Wil- liams, Ddery Llywell	... Ddery, Llywell Parish	... W. Watkins, Dderi, Ystrad- gynlais.
498. Do.	... Cwmtidur do.	... Mrs. W. P. Watkins, Ongar, Ystradgynlais.
499. Do.	... Brynmerched, do.	... Owen Lewis, Penrhiw, Llanddoisant.
500. Do.	... One undivided moiety of several... pieces of land, Llywell Parish	(Not known).
501. Williams, Thomas, Llywell	... Cefn y Gweision issa do. ... Parish	Roger Jeffreys Powell (as above).
502. Do.	... Tyr Wern fach do. ...	Rev. Garnons Williams (as above).
503. Williams, Griffith, Llandilo- vane	... Cwmllech and Quarrell Green, ... Llywell Parish	Dr. and Mrs. Lloyd Barrow (as above).
504. Do.	... One-third part of Cwmbrane, ... Llanfihangel nant brane Parish	Do.
505. Wynter, Robert, Clerk, ... Brecon	... Tylle, Llywell Parish	... Mr. Watkins, Brynmaen, Trecastle.
506. Do.	... Godre Yskir fawr, Merthyr ... Cynog Parish	Mrs. Jones, Pengoyford, Brecon.
507. Watkins, Watkin, Llywell	... Brynmawr, Llywell Parish	W. Watkins, Meity Isaf.
508. Williams, Elizabeth, widow, ... Llywell	... Llwyncelin do.	W. Moses, Llwyncelin.
509. Williams, Sir G. G., Baronet, ... Llwynwormwood	... Aberhydfer do.	E. S. Maskelyne, Hatt House, Box.
510. Do.	... Bailie do. ...	Do.
511. Do.	... Portis do. ...	Do.
512. Do.	... Houses and lands at Trecastle, ... Llywell Parish	David Evans, Ffrwdgrech.
513. Do.	... Llwyn celyn do.	E. S. Maskelyne (as above).

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
514. Williams, Owen, Llandilofane	... Tyr cennol y maes, Llywell Parish	... O. T. Howells, Pantglaes, Trecastle.
515. Do.	... Dderw, Llandilofane Parish	... Miss Harrys, Llandilo.
516. Williams, Jenkin, Defynnock	... Tyr Rhyn y Dugnant, Llywell Parish	... (Not known.)
517. Williams, William, Clerk, Llanvillo	... Bolgoed Kenol, Llanspythid Parish	... S. W. Morgan (as above).
518. Do.	... A cot and piece of land	do. ... Do.
519. Watkins, Reverend Thomas, Penoyre	... Penywern	do. ... David Evans (as before).
520. Williams, Reverend David, and J. Bevan, Esq., Brecon	... Kilwhibert	do. ... Do.
521. Williams, Richard, and Samuel Evans, Clerks, Kiffig, Carmarthenshire, and Garth brengy, Brecknockshire	... Tyr Cilgarrenydd, Llanfihangel nant brane Parish	... Howel Powell and others, Lloeger.
522. Williams, John, Clerk, Brecon	... Bola Maen	do. ... Rev. A. Moore, Bola yr Maen.
523. Williams, H. J., Esq., Brecon	... Abergwynir	do. ... Mrs. E. Lewis, Abergwynir.
524. Williams, A. Spr., Brecon	... Twyn yn y Coed	do. ... H. M. Jones Williams, Cui, Brecon.
525. Williams, Thomas, Llywell	... One-third of Cwmbran	do. ... Dr. and Mrs. Lloyd Barrow (as above).
526. Williams, Thomas, Clerk, Brecon	... Pentre Lloyger, otherwise Pentre Lloyger fechan, Llanfihangel nant brane Parish	... Mrs. John Williams, 16 Street, Brecon.
527. Williams, Philip, Gellgarth	... Gellygarth, Tyr bach, Llandilofane Parish	... Howel Williams, Gelligarth
528. Williams, Reverend John, Pant y celin, Carmarthenshire	... Troedyrhiw and Cwmtwyll, Llandilofane Parish	... C. V. Pryse Rice (as above)
529. Watkins, T., Gentleman, Broynllis	... Allt y graig, Merthyr Cynog Parish	... H. H. Maybery, c.o. A. Maybery, Brecon.
530. Williams, Thomas, Tyn y wern, Merthyr Cynog	... Tyn y wern	do. ... Revd. T. Jones, Merthyr Cynog.
531. Williams, William, Esq., Aberpergwm	... Gwain Clawdd, Ystradgynlais Parish	... Morgan Stuart Williams, St. Donats, Glam.
532. Do.	... Lamb and Flag	do. ... Do.
533. Williams, Rees, Esq., Aberpergwm	... Cwm Tawe	do. ... Fleming Gough (as before).
534. Do.	... Wain Ton	do. ... M. S. Williams (as before).
535. Walter, Jenkin, Ystradfelte	... Peny father Ycha, Ystradfelte Parish	... Mrs. Watkins, Tyr uchel, Glasbury.
536. Walter, William, Ystradfelte	... Moiety of Tyr dwiynidd	do. ... Mrs. Jones, Navigation, Quaker's Yard.

1819. Name of the Claimant and Residence.	Property for which the Claim is made.	1905. Present Owner and Residence.
537. Walter, John, Ystradfelte ...	Wern Cilynog, Ystradfelte ... (Not known.) Parish	
538. Do. ...	Two houses and lands	do. ... Mrs. Watkins (as above).
539. Williams, Evan, and his ... brothers and sisters, Ys- tradfelte	Peny-father Isaf	do. ... Do.
540. Walter, John, Ystradfelte ...	Llwyn y fedwen	do. ... John Walter, Risca.
541. Williams, Penry, Esq., Pen- pont	Part of Penpont demesne, Twy cenol farm, part of Aber- heon farm, and Little Pen- pont, Llanspythid Parish	Miss Williams, Penpont.
542. Watkin, Owen, Penpont	Mity issa, Nantarinog and Tulley, Llywell Parish	Richard Watkins, Meity Isaf, Trecastle.

HENRY DE BRUYN.

JOHN CHEESE.

We hereby certify that the foregoing thirty-two skins contain a true and correct copy of the original award, the same having been compared and examined therewith this tenth day of June, 1819. By us

THOMAS BOLD, }  
JNO. JONES, } Clerks to the said Commissioners.

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∴ The Welsh place-names are printed with the spelling similar to that given in the Award.

The various properties are not numbered in the Award, but numbers are here attached for convenience of reference.—ED.

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## ANNEX IV.

## GREAT FOREST OF BRECKNOCK.

## A BILL

For constituting the Commoners of the Great Forest of Brecknock a Body Corporate, and vesting in them the Commoners' Allotments and Public Quarries, with power to protect, regulate, and improve the same, and for other purposes.

Ordered to be brought in by Sir HENRY HUSSEY VIVIAN, Bart, Mr. ABEL THOMAS, and Mr. THOMAS P. PRICE.

In Committee of the House of Commons, March 23rd, 1893. 56 and 57 Victorizæ.—Session 1893.

DAVID THOMAS JEFFREYS, Brecon, Solicitor; W. & W. M. BELL, 27, Great George Street, Westminster, Parliamentary Agents.

Preamble. (55 Geo. III, c. 190, recites 48 Geo. III, c. 73.)

WHEREAS an Act was passed in the fifty-fifth year of the reign of his late Majesty King George III, intituled "An Act to amend an Act made in the forty-eighth year of his present Majesty to improve the Land Revenue of the Crown, so far as relates to the Great Forest of Brecknock, in the County of Brecknock, and for vesting in His Majesty certain parts of the said Forest, and for inclosing the said Forest:"

And whereas, in pursuance of that Act, Commissioners were appointed and authorised, after due survey made, and after disposing by sale of lands sufficient to defray the expenses of carrying out the Act, and after allotting lands in lieu of tithes, to allocate to his Majesty, his heirs or successors, one moiety of the lands of the Forest, and to divide the remainder in severalty among the commoners who had established their rights to user of the Forest lands, the same to be held free from all claims by his Majesty for forestal rights, or any rights whatsoever except to the mines and minerals, and power to work the same, and also to allot certain limestone and other quarries in certain convenient parts of the Forest, and also watering places for the use of the commoners:

(58 Geo. III, c. 99.)

And whereas another Act was passed in the fifty-eighth year of his said Majesty King George III for altering and amending certain provisions of the first-recited Act, and especially to release the Commissioners appointed as aforesaid, from the obligation to divide the commoners' allotments severally among those who had established their rights of common, and to provide that such allotments should thereafter remain open and unenclosed, subject to such regulations for stinting the said lands as one of the said Commissioners might make:

And whereas under the provisions of the above-recited Acts a formal Award, accompanied by a map or plan, and dated the tenth day of June, one thousand eight hundred and nineteen, was duly made and enrolled by the Commissioners, setting forth the names of all the commoners and the properties in respect of which they had proved their rights, and the commoners' allotments, together with the sites of the limestone and other quarries,

watering places and roads set apart for the use of the commoners, and also the Crown allotment, the allotments sold to pay for the expenses incurred, and the tithe allotments in lieu of tithe, but the orders and regulations directed by the last-recited Act for stinting the commoners' allotments do not appear to have been made, nor was any authority given for enabling the commoners by any common action to protect their allotment lands or limestone quarries from trespass, damage, or encroachment :

And whereas disputes have arisen, and are likely to arise, as to the access to the public limestone quarries and the right of working the same, and as to trespasses on the allotment lands and encroachments generally on the boundaries of the allotments, and the commoners have suffered, and are likely to suffer, much inconvenience, annoyance, and loss thereby :

And whereas the commoners' allotments extend over seventeen thousand one hundred and six acres of mountain land, containing many streams and springs, the surplus water from which might be collected and impounded and made available for the supply of large towns and populous places :

And whereas it is expedient that the commoners' allotments as defined in the said Award, together with the limestone and other quarries, watering-places, and roads should be vested in some authority empowered to protect and improve the same :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

#### MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be Enacted, and be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the authority of the same, as follows :—

#### Short Title.

I.—This Act may be cited as the Great Forest of Brecknock Act, 1893.

#### Incorporation of Provisions of General Acts.

II.—The Lands Clauses Act, except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement, and such of the provisions of the Commissioners Clauses Act, 1847, as are applicable to the purposes of this Act, are incorporated with and form part of this Act, and the expressions "the Promoters of the Undertaking" and "the Commissioners" in those Acts shall mean the commoners incorporated by this Act, or the governing body elected by them, as the case may be.

#### Incorporation of Commoners.

III.—The owners for the time being of the property in respect of which claims were allowed and specified in the said Award shall be and are herewith constituted a body corporate with the title of the "Great Forest of Brecon Commoners" (hereinafter called "the Commoners"), and by that name shall have perpetual succession and a common seal, and by the said name they may be sued and shall have power to sue and power to purchase, hold, and dispose of lands and other property for the purposes, but subject to the provisions of this Act.

#### Allotment Lands, Quarries, and Property vested in Commoners who may Appoint Governors.

IV.—The allotment lands, public limestone and other quarries, roads and watering places defined in the said Award shall be vested in the commoners so incorporated, who shall have power to make regulations for the protection, management, and improvement of the said lands, and for the working and management of the limestone and other quarries, and to elect a committee of their number, to be called the governing body, for carrying out the purposes of this Act.

### Constitution of Governing Body.

The governing body shall consist of twelve members, to be elected every three years by the votes of the commoners, each being entitled to give one vote and no more.

### Clerk to Justices to give Public Notice of and Conduct Election.

VI.—The clerk to the justices for the Devynnock division shall be the returning officer, and shall conduct the election, and the first election shall take place within three months after the passing of this Act, after fourteen days' previous notice in the form set out in the Schedule to this Act, by advertisement in one or more newspapers circulating in the district.

### Powers of Governing Body.

VII.—It shall be lawful for the governing body to do all or any of the following acts:

- To make orders and regulations for stinting the pasturage.
- To mark out the boundaries of the allotment lands with distinguishing marks.
- To purchase by agreement any portion of the ancient Forest that may be thought desirable, inclusive of any interest possessed by the Crown and its grantees, or by the owners of the Crown allotment, in the limestone quarries numbered 1, 2, 3, 4, 5, 6, 7, and 8 in the said Award.
- To work the public limestone and other quarries set apart for their use, both for their own use and for profit, or to lease the same to tenants.
- To purchase by agreement the right reserved to the Crown and its grantees to the mines and minerals in the commoners' allotments.
- To make regulations with respect to the rights of shooting, sporting, and fishing over the allotment lands, and to prescribe the conditions on which the same shall be exercised.
- To make arrangements with the authorities of populous places, on adequate payment, for the collection and impounding of water.
- To take steps to prevent any encroachment on the said allotment lands, and to improve the condition of the same by drainage or otherwise, and generally to do collectively every such act for the improvement, regulation, and management of the said lands, and for the working of the said limestone and other quarries, that any one commoner might have done.
- To impose a penalty not exceeding forty shillings for every breach of regulations duly made and published, the same to be recoverable in any Court of competent jurisdiction.
- To levy a rate not exceeding sixpence in the pound in any year on the rateable value of the property of the owners in respect of which they claim common rights, for the purpose of carrying out the purposes of this Act, such rate to be payable by the owner; but if paid by the lessee, tenant, or occupier, he shall be entitled to deduct from the rent next payable to such owner so much as he shall have paid on account of such rate.
- To borrow money on the security of any rate or rates made or to be made by them, and grant mortgages for securing the repayment thereof with the interest thereon, and apply the money so borrowed to any of the purposes of this Act, and to no other purpose.

### Common Rights may be relinquished.

VIII.—Any owner of lands entitled to the rights of common aforesaid shall be at liberty, by notice in writing, to relinquish at any time such rights; and from that date he shall be exempted from payment of any rate made or to be made under this Act, and his rights of common shall thenceforth cease and be extinguished.

## Accounts to be kept of Quarries worked for Profit.

IX.—Where any of the public limestone and other quarries are worked for profit, or leased to be worked for profit, the Crown and its grantees, and the owners of the Crown allotment adjacent to whose lands such limestone and other quarries are situate (unless their rights have been purchased as aforesaid) may require a separate account of the working of such quarries to be kept, and shall be entitled to such share of the profits as may be agreed upon, or failing agreement, as may be fixed by arbitration once in every seven years.

## Appointment of Officers and Servants.

X.—The governing body may appoint a person to be clerk and treasurer, and also shepherds and such other officers, servants, or workmen as they may find necessary or proper for the execution of the powers vested in them; and assign and allow salaries, wages, or remuneration to such officers or servants, and from time to time remove and dismiss such officers and servants respectively.

## Governing Body may erect Cottages and make Roads.

XI.—The governing body may erect such cottages for shepherds or servants as they may consider necessary, and may make such additional roads or ways through or over the lands as they may consider necessary.

## And make Bye-laws and Regulations.

XII.—The governing body may make such other bye-laws, rules, and regulations as they may deem necessary for regulating the conduct of their officers and servants, for appointing the time and place of holding their meetings, and the summoning of the same; also for providing for the due management of the affairs of the governing body, and of the lands and premises vested in them.

## Bye-laws to be approved by Board of Agriculture.

XIII.—All bye-laws made under this Act shall be reduced into writing, and shall be approved of or allowed by the Board of Agriculture, and shall have the common seal of the governing body attached thereto.

## Accounts to be audited.

XIV.—Within the first three months of every year the accounts of the governing body shall be audited by an auditor to be appointed by the Local Government Board. Such auditor shall have access to the books and accounts of the governing body, and may examine in relation to such accounts the members of the governing body or any of their servants. The auditor shall be paid by the governing body such sum as the Local Government Board shall appoint.

## Copy of Audited Accounts to be deposited with Clerk to County Council.

XV.—A copy of the audited accounts shall be deposited for public inspection at the office of the Clerk of the County Council of the county of Brecknock.

## Investment and Application of Surplus Revenue.

XVI.—The surplus revenue appearing in any year to the credit of the general account in the statement of accounts to be deposited as aforesaid shall, after retaining sufficient to pay the current expenses, be invested by the governing body, and shall be applicable to the improvement of the allotment lands and the purchasing additional lands, and the rights to mines and minerals within the limits of the ancient Forest, the working of the limestone and other quarries, or in any way improving the common property vested in the commoners, and in making roads thereto.

## Arbitration in Cases of Difference.

XVII.—Any dispute or difference which may arise between any of the commoners, or between the governing body and any of the commoners, or between the governing body or any commoner or commoners, and any other party or parties, with respect to any of the powers and provisions of this Act, as to the mode of carrying out the same, shall, if required by either of the parties in difference, be referred to an arbitrator to be appointed by the President of the Board of Agriculture, and the provisions of the Arbitration Act, 1889, shall apply to every such arbitration.

## Access to Mountains.

XVIII.—It shall be lawful for all her Majesty's subjects, on foot or on horseback, to have access to the summit of the mountains within the said allotments; and if at any time hereafter such allotments shall be divided by fences, then convenient gates shall be provided in the boundary, and other fences erected. Provided that such persons shall not wilfully do any damage to the said lands, or disturb the stock grazing thereon.

## Saving Rights of Crown and Grantees to Mines, etc.

XIX.—Nothing in this Act contained shall prejudice the right of the Crown and its grantees to the mines and minerals reserved by the recited Acts, nor to the working of the same, except so far as relates to the public limestone and other quarries, and the working thereof.

## Costs of Act.

XX.—The costs, charges, and expenses of obtaining this Act shall be defrayed by the governing body, and the sums of money belonging to the commoners now in the hands of Lewis Williams, of Priory Cottages, in the town of Brecon, shall be paid to the said governing body, and applied by them in part payment of such costs, charges, and expenses.

## SCHEDULE REFERRED TO IN THE FOREGOING ACT.

## No. 1.—FORM OF PUBLIC NOTICE FOR AN ELECTION.

In pursuance of the "Great Forest of Brecknock Act, 1893," I hereby give public notice that the qualified electors under the said Act are required to give their attendance at the County Hall, in the Town of Brecon, at the hour of two of the clock, on the                      day of                      for the purpose of electing a member or members of the governing body of the common allotment lands.

And in case on the said day a poll be lawfully demanded, I give further notice that at the said County Hall, on                      the                      day of                      at the hour of ten o'clock in the forenoon, up to the hour of four o'clock in the afternoon, I will be in attendance for the purpose of receiving the votes of qualified electors for the election of the person or persons who may be proposed as a member or members on the said first-mentioned day.

Given at                      this                      day of                      (A. B.)  
Clerk to the Justices of the  
Devynnock Division,  
Returning Officer.

## CONCLUDING NOTES.

When writing this History of the Great Forest, it seemed due on my part to Lord Tredegar to ask him whether he would wish to have a copy of his modern purchase-deed of 1888 inserted among these papers.

Some correspondence then ensued between his Lordship's solicitors and myself; and they have, I regret to say, found themselves unable to send me a copy of the Deed for publication.

They were, however, able to enclose some old papers relating to the Brecon Lordship, from which it appears that Roger, Earl of Hereford (15 Edw. II), made a grant of the tithes of all his forests to God and the Church of St. John's at Brecon, and also the liberty of pasture (*liberam pasturam*) to the said monks (of Brecon) for all their beasts in his forests throughout the whole Honor of Brecknock.

In other papers sent me there is a reference to the evidence given by Colonel Thomas Wood, M.P. for Breconshire, and by Mr. Thomas Davies (a son of Mr. David Davies, the Forest Surveyor of 1815-19), before a Select Committee of Parliament on Common Lands in 1831. Both witnesses dealt very fully with the Great Forest Inclosure Scheme of 1815, and after describing the enormous cost and disastrous effects, agreed in their valuation of the loss sustained as equal to one-third of the agricultural value of the land of the whole of the upper district of Breconshire.

This confirms what I have previously stated, as to the serious loss brought on that important part of the county by this ill-advised Inclosure Scheme.

In the following Notice will be found a list of the chief hills included in the Commoners' Allotment, of which the best known for grouse are Waun Tinker and Vole Darw :—

## GREAT FOREST OF BRECKNOCK.

ALL PERSONS (not being Allotment Owners) found Trespassing in pursuit of Grouse or other Game and Rabbits on the Commoners' Allotment of 17,100 acres extending over parts of the Parishes of Llywel, Ystradgynlais, Defynnock, and Ystradfelte, will be prosecuted.

The Commoners' Allotment includes the following hills in Llywel and Ystradgynlais parishes, viz., Vole Darw, Carnlas, Vole Mity, Brecknockshire Van, Blaen-y-gydd, Waungydd, Orllwyn, Van Hir, Waun Haffes, Garreg Goch, Panty Castell, Cribbarth, and Gotre Cribbarth; and the following Hills in Defynnock and Ystradfelte parishes, viz., Vron Nant Cilforth, Van Llia, Van Tringarth, Waun Llwarth, Cerrig Llydan, and Waun Tinker.

August 2nd, 1904.

A copy of the Forest Award Plan is appended.

THE END.



